2079

SUPREME COURT OF THE UNITED STATES.

No. 311.

WILLIAM BROBST, JAMES RUSSELL, WILLIAM ELLIOTT, BENJAMIN G. PETERS, AND RICHARD FOX, APPELLANTS,

vs.

JOHN BROBST.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF PENNSYLVANIA.

GOVERNMENT PRINTING OFFICE.

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1 In the circuit court of the United States for the eastern district of Pennsylvania, in the third circuit.

Docket entries, October session, 1858.

JOHN BROBST, a citizen of the State of Maryland, W. L. Hirst, and Charles F. Mayer,
vs.
WILLIAM BROBST, JAMES RUSSELL, WILLIAM ELLIOTT, Benjamin G. Peters, and Richard Fox, citizens of the State of Pennsylvania, G. Mallery. } 36.—In equity.

1859—March 22. Bill filed and subpœna exit ret'ble first Monday of May next.

1859—May 2. G. Mallery, esquire, appears for the respondents.

1859—May 2. Subpœna ret'd served.

1859—May 13. And now to wit, May 13, A. D. 1859, on motion of Garrick Mallery, respondents' attorney, the court grant a rule upon com-
2 plainant to make deposit or give other security for costs in the above case to the amount of two hundred dollars, and that if the same shall not be done within one month, proceedings in the said case shall be stayed.

1859—June 6. The joint and separate answers of James Russell, Benjamin G. Peters, and Richard Fox filed.

1859—June 6. Separate answer of William Elliott filed.

1859—June 6. Separate answer of William Probst filed.

1859—October 10. Recog. of John Hancock for costs, filed as per agreement, filed, (see files.)

1859—November 2. Rule on complainant to reply or demur to respondent's answer in twenty days or *non pros.*

1859—November 10. Replication filed.

1859—December 19. Rule on part of plaintiff for a comm'n to Cumberland Co., Md., and interrogatories filed.

1860—January 7. Interrogatories for Judge Thomas Perry and G. A. Pearie, counsellor-at-law, of Cumberland, Maryland, witnesses produced on the part of the complainant, filed.

1860—January 7. Cross-interrogatories to be exhibited to Judge Thomas Perry and G. A Pearie, filed.

1860—January 7. Cross-interrogatories to be exhibited to Alexander Cupp and Albert A. Rizer, of Alleghany County, Maryland, filed.

3 1860—January 7. Special affidavit of John Probst filed.

1860—February 1. Commission to Cumberland, Maryland, exit.

1860—August 15. Commission to Cumberland received August 8th, and opened by the court and filed this day.

1860—October 16. J. Cook Longstreth, esquire, is appointed comm'r to take depositions in case, (see agreement filed.)

1863—October 12. Bill of revivor filed, and by consent, Elias Snively, administrator *cum testamento annexo,* is substituted.

1863—October 28. Hearing commenced.

1863—October 29. Hearing proceeds.

1863—October 30. Hearing concluded.

1864—September 8. Ordered that this cause be set down for re-argument on the 10th inst.

1864—September 13. Decree filed, (see minutes.)

4 UNITED STATES, *Eastern district of Pennsylvania, ss:*

I, Benjamin Patton, clerk of the circuit court of the United States for the eastern district of Pennsylvania, in the third circuit, do hereby certify that the foregoing is a true and faithful copy of the docket entries in the above-entitled cause.

In testimony whereof, I have hereunto subscribed my name and affixed [SEAL] the seal of the said circuit court at Philadelphia, this eighth day of November, A. D. 1864, and in the eighty-ninth year of the independence of the said United States.

BENJ'N PATTON, *Clerk C. C.*

5 Pleas before the honorable the judges of the circuit court of the United States in and for the eastern district of Pennsylvania, in the third circuit, of October session, 1858, No. 36.

It is thus contained:

Be it remembered, that heretofore, to wit, on twenty-second day of March, anno Domini one thousand eight hundred and fifty-nine, John Brobst, by his solicitor, William L. Hirst, esquire, filed of record in the said court his bill of complaint against William Brobst, James Russell, William Elliott, Benjamin G. Peters, and Richard Fox, in the words and of the tenor following, to wit:

6 To the honorable the judges of the circuit court of the United States for the eastern district of Pennsylvania:

John Brobst, of Allegany County, in the State of Maryland, a citizen of the State of Maryland, brings this his bill against William Brobst, of the city of Philadelphia, a citizen of the State of Pennsylvania; James Russell, of said city, a citizen of the State of Pennsylvania; William Elliott, of said city, a citizen of the State of Pennsylvania; Benjamin G. Peters, of Dauphin County, in said State of Pennsylvania, a citizen of the State of Pennsylvania; and Richard Fox, of Dauphin County, in the State of Pennsylvania, a citizen of the State of Pennsylvania.

And thereupon your orator complains that your orator heretofore resided in the State of Pennsylvania, owning lands in that State, and particularly in Schuylkill and Northumberland Counties of that State, of great extent, but then wild and of little available value; and that your orator, about
7 the year eighteen hundred and twenty, left said Schuylkill County, where he resided, and removed to other parts of Pennsylvania, successively, until in the year eighteen hundred and twenty-seven he finally left the State of Pennsylvania and removed to the State of Maryland, where, in a remote and unfrequented part of Allegany County, your orator has always since resided, poor and leading a laborious life, working a small piece of land, secluded from the sources of the information that might prompt him to leave the possible improvement of his interests left behind him in Pennsylvania and to inquire into the actual condition of his estate there in the lands which he has mentioned. And your orator states that he has at no time sold any of his said lands; and that while thus continuing to own them he was, in August, in the year eighteen hundred and fifty-eight, called upon by William Brobst, (the above-named defendant,) a grandson of one Valentine Brobst, an uncle of your orator, who, after making himself known to
8 your orator, (your orator never having before seen him, nor, as he avers, since his residence in Maryland having ever heard from or had any intercourse with any of your orator's kindred or connexions in Pennsylvania,) asked from your orator a conveyance, to be executed by your orator, and, for her dower, by his wife, releasing to the said William Brobst, or

vesting in him in fee simple, all your orator's interest in his said lands in Schuylkill and Northumberland Counties and elsewhere in the State of Pennsylvania, alleging and pretending, deceptively and fraudulently as your orator charges, that the conveyance was regarded and sought only as a matter of form so far as your orator was for any interest of his concerned, and to save trouble and expense in procuring a conveyance to him to the same end and effect from or through the law under a judgment which said
9 William referred to and which your orator had confessed in Pennsylvania more than forty years ago, and which said William falsely and fraudulently, as your orator now has ascertained, stated and urged to your orator had been regularly kept alive, so as thereunder to have finally vested in said William title to your orator's said lands, your orator being, as he avers, ignorant as to any proceedings or anything that might have transpired regarding said judgment since his departure and removal aforesaid from Pennsylvania. And your orator having, as he further avers, settled for and in fact satisfied before said departure the said judgment, although that may not have been formally shown upon the record thereof, an omission which (your orator believing it to have occurred) the more readily won your orator's confidence in the pretence aforesaid of said William; your orator here adding and further avering that since his said removal in
10 the year eighteen hundred and twenty-seven he has never even visited the State of Pennsylvania. And your orator avers and charges that when said William Brobst sought, as just stated, from your orator the conveyance and abandonment of your orator's right to his said lands, your orator was utterly ignorant of the actual and increased value of said lands beyond what your orator regarded them when he knew them and as he had left them on his removal from Pennsylvania as wild and of little worth. And your orator states and charges that supposing that the legal proceedure falsely represented by said William as having occurred to divest your orator of all claim to the lands, had extinguished all interest of your orator in that property, your orator did not inquire before acceding to the request of said William into the actual worth of the property, and was left by the said William, the better to insure the success of his fraud, uninformed of the value of the lands or of any part of them, and of any particulars whatsoever which would have lead your orator to inqu re into their value,
11 or would have induced or favored his inference or his idea that *that* they had, or might have, become valuable; and particularly, as your orator avers and charges, was your orator then ignorant and was left uninformed by said William that the said lands were for the rich deposits of coal, which he charges he has now found abounding in them partly or in their whole extent, of very great value. And your orator avers that in fact so ignorant was he of the worth of said lands, and so little induced by any representations of said William to investigate or suspect the true value, aged, languid, and depressed by the anxious toil of a weary life, that he viewed the request of said William as if, yielding to what the law had already cut him off from, he was but going through the form of relinquishing wild and valueless lands in granting to said William Brobst the conveyance and release that
12 he sought under the false and fraudulent guise and concealments that he has proved to have practised upon your orator. And your orator states and charges that your orator and his wife (for her dower) were induced and persuaded by said representations, and the designing suppression of information as aforesaid on part of the said William Brobst, to accede to his request, and to execute a conveyance as requested and without any consideration whatsoever being agreed for or paid, and said William Brobst proposing, as a mere gratuity or a kindly token, to make some present or do some favor to your orator or for his relief, but incurring no obligation

even to do so much. And your orator states that said conveyance was executed accordingly by himself and his wife, and bears date the twentieth day of August, in the year eighteen hundred and fifty-eight, and is recorded in Schuylkill County in Deed Book, page 137, and purports to convey, as
13 for a consideration of fifty thousand dollars, 1st. All the tract in Barry Township, Schuylkill County, State of Pennsylvania, containing four hundred and seventy-four acres and one hundred and thirty-three perches, and known as the "Deborah Grant Tract." 2d. Also about eleven hundred acres, more or less, situate in Northumberland County, in said State, including the following warrants, to wit: Isaac Neffe, James Crawford, James Stephenson, Thomas Camplain, Mary Davidson, being part of the lands known as the "Brobst Land," and which were held by said John Brobst in common with Marks, John Biddle, Thomas Cadwallader, David F Gordon, and Valentine Brobst, and which said part of said lands, which were so intended to be conveyed, are the lands which, in a partition made between said tenants in common, was allotted to said John Brobst, as the proceedings of said
14 partition, recorded in the counties of Northumberland and Schuylkill, in said State, more particularly appears. And 3d. Also another tract in Northumberland County, in the said State, containing about four hundred acres, being also a parcel of the lands known as the "Brobst Land" and allotted to said John Brobst in the said partition. And 4th. Also the right, title, and interest of said Brobst and wife of, in, and to all lands in the counties of Northumberland, Schuylkill, and Columbia, in the State of Pennsylvania, whether such interest is divided or undivided.

And your orator states and charges that, believing the said conveyance to be merely formal and affecting only a nominal interest of your orator, he did not inform himself of the contents of the conveyance with any particularity, and did not attend to the reading of the same, which was given in his presence by the attorney of said William Brobst, who attended when
15 your orator and his wife executed and acknowledged the same.

And your orator charges that some time afterwards he was surprised to find that the said William Brobst had caused a consideration of fifty thousand dollars to be falsely and deceptively inserted in said conveyance; but was then, on his discovering it, subsequently in Philadelphia, taught to believe that that was a necessary matter of form; said William Brobst then asking and obtaining from your orator, to complete, as he pretended, the said alleged formality of pecuniary acknowledgment, a receipt for fifty thousand dollars for the said consideration so pretended, which said William stated was suggested by said William's counsel in Philadelphia. All which matters your orator here avers and charges.

And your orator states and charges that it was at the request of
16 and under the care of and along with said William Brobst and Valentine Brobst, a brother of said William, and another person, representing himself as of a company of William Brobst interested in the lands under your orator's said conveyance, (which person your orator believes, and so charges, was Richard Fox, the defendant aforesaid named to this bill, and a confederate, as your orator charges, in the fraud practised by said William Brobst in obtaining from your orator the said conveyance.)

And your orator states that it was in October, in the year eighteen hundred and fifty-eight, that your orator so repaired to Philadelphia; and that he thence, with said William Brobst and the others aforesaid, went to Schuylkill County, the purpose for his going thither being, as said William and said other parties represented, that your orator should see his old
17 acquaintances and show that he was still in existence and not dead, as for many years he had, as they stated, been supposed and deemed to be. All which your orator states and charges was urged on your orator,

and through the presence aforesaid of William Brobst and his said confederates effected in aid of their scheme of fraud in obtaining and for making available to them the said conveyance and said William's plotted divestiture of your orator of his rights to the said lands; the purpose of your orator's said journey being, as your orator has now ascertained, to have your orator identified as owner, when he lived at his former residence in Pennsylvania, of said lands, and to have your orator commit himself, in his intercourse upon said visit to Pennsylvania, in recognitions of said William Brobst's pretensions, under said fraudulent conveyance, to your orator's lands.

18 And your orator states and charges that said William Brobst, to induce your orator to accompany him and his said confederates upon said journey, finding your orator unwilling to leave his home, not only on account of his age and physical infirmities, but because he was at the time in trouble and in danger of execution at law from debts severely pressing upon him, paid the debts of your orator, immediately urgent, to amount of one hundred and sixty dollars, and furnished your orator with a suit of clothes, which (except twenty-five dollars supplied to your orator and bestowed by said William upon him when your orator left Pennsylvania on said journey for home, and said William's payment of your orator's expenses for said travel) constitutes all that has resulted of benefit or of semblance of consideration (if it can be perverted into consideration) from or for the conveyance thus fraudulently elicited from your orator and his wife.

19 And your orator charges that all said William Brobst's representations to your orator and his wife for ending the said conveyance were false and fraudulent, and his purpose thereby and by his concealment of the truth (well known to him, as your orator charges) of the value and actual circumstances of your orator's said property, to obtain without fair and proper consideration and by fraud to despoil your orator of his said property, through availing and profiting of the weakness of mind in his old age, and of the ignorance of his lands and of the state of his rights, of your orator.

And your orator states and charges that the defendants named to this bill, the said James Russell, and William Elliott, and Benjamin G. Peters, and Richard Fox, confederated and combined with said William Brobst in

20 the plot and device of said fraud upon your orator; and that it was by understanding and consent with them that said William Brobst sought, and in manner aforesaid obtained, from your orator and his wife the said conveyance.

And your orator states and charges that to attain the more readily or largely the fruit of his intended fraud upon your orator, or of his fraud when he had consumated it by beguiling from your orator, as aforesaid, the said conveyance, the said William conceived the project of forming an association with said Russell, and Elliott, and Peters, and Fox, making a partnership in said lands thus divested from your orator.

And your orator states and charges that in pursuance of said project, and to carry out the combination between said William Brobst and said other defendants, the said William (his wife uniting in respect of dower) executed

21 and acknowledged to said other defendants, respectively, their heirs and assigns, four several conveyances of one undivided eighth part to each *to each* of them of all the lands so purported to be conveyed to said William Brobst by your orator and wife. Each conveyance colorably and falsely stating as the consideration paid for the conveyance fifteen thousand dollars, when, in point of fact, no consideration whatsoever has been paid nor agreed to be paid except, perhaps, as your orator charges, an amount to meet the expenses incurred in relation to the conveyance from your orator and wife, and the outlay for defrauding him of his said property, and for

the prosecution of the claim to said property against parties possibly in possession of lands or otherwise contestant.

And your orator states that the said deeds from William Brobst and wife to said Russell, and Elliott, and Peters, and Fox, have been recorded in Schuylkill County aforesaid; and are recorded, the two first in Deed Book 59, pages 9, 10, 11, 12, 13, 14, and the other two in Deed Book
22 58, pages 126, 127, 128, 129; the first two bearing date the thirtieth day of September, in the year eighteen hundred and fifty-eight, and the other two deeds the fourteenth day of October in that year.

And your orator charges that the said Russell, and Elliott, and Peters, and Fox well knew, before they had said conveyances executed to them respectively, and before making any payment for or on any consideration (if any payment has at all been made) for said conveyances, and before making any contract or agreement for any interest in said lands as purported to be conveyed to them respectively as aforesaid or otherwise, that your orator had received no consideration whatsoever for said lands, and that the conveyance of your orator and wife to said William Brobst had been obtained by the arts and representations hereinbefore by your orator related and charged as the fraud upon your orator practised by said William Brobst.

23 And your orator charges that, notwithstanding the nullity of said conveyance of your orator and his wife from the fraud of said William Brobst and his confederates, the other defendants named to this bill, he and they insist on the said conveyance as valid and as effectual to divest your orator of his said estate, and have failed and do refuse to reconvey to your orator his said property, but claim it and are about to proceed with and in regard to it as if it were legally, equitably, and honestly *there* own.

All which is much to the grievance of your orator and contrary to equity. In tender consideration whereof, and forasmuch as your orator is remediless in the premises, save in equity, where frauds are denounced and defeated and fraudulent pretensions are set aside and cancelled. To the end, therefore, that said William Brobst, and James Russell, and William
24 Elliott, and Benjamin G. Peters, and Richard Fox, may on oath answer the premises as fully and particularly as if the same were here repeated and they respectively thereto were specially interrogated; and that the said conveyance from your orator and his wife to said William Brobst may be vacated, set aside, and annulled; and that said William Brobst, and James Russell, and William Elliott and Benjamin G. Peters, and Richard Fox may be adjudged and decreed to reconvey and assure to your orator and his heirs and assigns the real estate, and interests, and claims by the said conveyance to them respectively from William Brobst and wife purported to be conveyed, and that said conveyances to them be vacated and annulled by the decree of this honorable court; and that said William Brobst be adjudged and decreed to reconvey and release to your orator, his heirs and assigns, all the lands, interests, estates, and claims, purported to be conveyed to said William by the conveyance afore-
25 said from your orator and his wife; and that your orator may have such further and other relief in the premises as to your honorable court may seem proper, may it please the court to grant to your orator the writ of subpœna directed to said William Brobst, and James Russell, and William Elliott, and Benjamin G. Peters, and Richard Fox, commanding them to appear by a certain day in this honorable court to answer the premises, and therein to stand to and abide by such orders and decrees as to this court shall appear right.

WM. L. HIRST,
CHARLES F. MAYER,
Solicitors for Complainant.

26 UNITED STATES, *East'ern district of Pennsylvania, set:*

[SEAL.] The President of the United States to William Brobst, James Russell, William Elliot, Benjamin G. Peters, and Richard Fox, citizens of the State of Pennsylvania:

For certain causes offered before the circuit court of the United States in and for the eastern district of Pennsylvania, in the third circuit, we command and strictly enjoin you that, laying all other matters aside, and notwithstanding any excuse, you personally be and appear before the judges of the said court, at a session of the same court, to be holden at Philadelphia, on the first Monday of May next, to answer concerning those things which shall then and there be objected against you, and to do further and receive what the said court shall have considered in this behalf. And have you then there this writ. And this you are in nowise to omit under the penalty of four hundred dollars.

Witness the Honorable Roger B. Taney, chief justice of the Supreme Court of the United States, at Philadelphia, this twenty-second day of March, 1859, and in the eighty-third year of the independence of the said United States.

BENJ. PATTON,
Clerk of circuit court, U. S

NOTE.—The defendant in this case are required to enter their appearance in the clerk's office of said court on or before the first Monday of May next; otherwise, the bill may be taken pro confesso.

27 MARCH 24, 1859.

Served the within writ by reading the same to and leaving a copy with an adult member of the family of William Brobst, to wit, Anne Pearce. Served on James Russell by reading to and leaving a copy with an adult member of his family, to wit, his wife. Served on William Elliot by reading to and leaving a copy with an adult member of the family, to wit, his wife. Served personally on Benjamin G. Peters and Richard Fox by reading to them the said writ, and by leaving with each a copy thereof.

So answers J. S. YOST, *U. S. Marshal.*
Per A. H. TIPPIN, *Dep. U. S. M.*

28 Afterwards, to wit, on the sixth day of June, in the year aforesaid, come the respondents James Russell, Benjamin G. Peters, and Richard Fox, by their solicitor, Garrick Mallery, esquire, and present their joint and separate answers, which being filed and is in the words and tenor following, to wit:

C. C., U. S.—April sess. '59.

JOHN BROBST, a citizen of the State of Maryland,
vs.
WILLIAM BROBST, JAMES RUSSELL, WILLIAM ELLIOTT, Benjamin G. Peters, and Richard Fox, citizens of the State of Pennsylvania. } No. 36.—In equity.

The joint and separate answer of James Russell, Benjamin G. Peters, and Richard Fox, three of the above respondents, to the bill of complaint of John Brobst, complainant.

These respondents now and at all times hereafter reserving and saving unto them and each of them all benefit and advantage of exception
29 which may be had or taken to the many errors, uncertainties, and other imperfections in the said complainant's said bill of complaint

contained, for answer thereunto or unto so much and such parts thereof as these respondents are advised is or are material for them or any of them to make answer unto, these respondents, severally answering, say:

That none of them, the said respondents, ever knew or heard of the said complainant or of his owning or claiming lands in Pennsylvania until in or about the month of September, A. D. 1858, when William Brobst, one of the said respondents, called upon respondents separately, and exhibited to them separately a deed from complainant and wife to himself, duly executed and acknowledged and recorded in Schuylkill County, and proposed to sell to each of these respondents the one undivided eighth part of the lands thereby conveyed. And upon the representations of the said William Brobst,
30 and after examination of the said deed, these respondents purchased for themselves separately and individually, and unconnected with each other or any other person, each the one eighth part of the land conveyed by the said deed from complainant to the said William, and the said respondent Russell from his own knowledge, and the other respondents, from their information and belief, say that the said Russell paid the said William the full consideration of the said purchase at the time of the date of the said William's deed to said Russell, as in said bill referred to, to wit, on the thirtieth of December, A. D. 1858, by granting and conveying to said William two three-story houses in the city of Philadelphia; and the said respondent Peters, of his own knowledge, and these other two respondents, from their information and belief, say that he, the said Peters, paid to said William a good and valuable consideration of the said purchase by paying at the time of the date of the deed to him in said bill referred to, the
31 sum of six hundred and fifty dollars in cash, and giving his obligation to the said William for the balance of ten thousand dollars. And the said respondent Fox, of his own knowledge, and these other two respondents, from their information and belief, say that he, the said Fox, paid to said William a good and valuable consideration for the said purchase by paying, at the time of the date of the deed to him, said Fox, in said bill referred to, the sum of six hundred and fifty dollars in cash to said William, and also giving said William his, the said Fox's, obligation for the balance of ten thousand dollars. And these respondents admit that the deeds to them severally, mentioned in the said bill, are of the date and are recorded as in said bill set forth; but they severally deny each and all of the allegations in said bill concerning any conspiracy, or confederacy, or plot, or that that their said purchases were false or colorable, or that they, or
32 either of them, are in partnership or joint interest with any of the other respondents; but, on the contrary, they severally aver that they are all bona fide purchasers of the same, each for his exclusive benefit, without notice of any fraud, concealment, or misrepresentation made by the said William Brobst or any other person to or respecting the complainant, if any such were made; and that they severally purchased in good faith and believing that the said William was the real and bona fide holder of the title of complainant, whatever the same was, to the land described in the said deed, and without any knowledge or intimation of any objection to the sale and conveyance of the same on the part of complainant.

And these respondents, further answering, say that some time shortly after they had as aforesaid purchased the said several one eighth interests in said land, and had received the said deeds and paid the said consideration,
33 it was rumored that the John Brobst who had owned the land described in said deed, had been dead for several years, which rumor caused uneasiness in the minds of these respondents. Although the said William Brobst asserted that the John Brobst who had executed the said deed to him was the same man that had lived in Pennsylvania and was

the owner of the land; and it was proposed that the said William Brobst should take means to establish that fact, and cause the said John to be identified. Accordingly, as these respondents are informed and believe, the said William went with others to the residence of the said John, in Maryland, and stated to him the objection made to his said deed, that he was dead, and that they wished to prove that he was alive and that he was the John Brobst that claimed the land; and to remove all doubt on that subject the said John, the complainant, came with the said William and others
34 into Pennsylvania for the purpose of being identified, to show that he was alive, and was the same person that claimed the lands. And these respondents deny that the said William or any one brought complainant into the said State of Pennsylvania for the motives in said bill alleged, or with any improper designs.

And respondent Fox, of his own knowledge, and these other respondents, on their information and belief, say that he, the said respondent Fox, did not bring or have in charge the complainant in his coming from Maryland, but, on the contrary, he did not go to Maryland at all respecting complainant, or did he even visit complainant there, and all the allegations in that regard in the said bill are false. And these respondents severally say that on the said complainant's said visit to Pennsylvania, in the month of October or November last, they each saw complainant, and conversed with him regarding his sale of the said land to the said William Brobst, in some of which
35 conversation complainant stated that he had examined the said lands before he purchased them himself, in hopes of finding iron ore, and that he had found coal upon them, and then bought the same, thinking that they would some time become very valuable. And these respondents further say that complainant in said conversations well understood that they and each of them had purchased an interest in the lands of his nephew William, and made no expression of dissatisfaction thereat, but, on the contrary, stated that he hoped they would succeed in obtaining the lands, as they were very valuable; that the said William told him they were worth several millions of dollars, and were now the best lands in Schuylkill County; that he did not know they were so valuable until the said William had told him, or he would have looked after them twenty years before, so that the limit-
36 ation and tax sales could not possibly have cut him out of his title, and he now feared the great length of time which had elapsed, would prevent the said William from getting them, and would require the expenditure of a large amount of money to prosecute the claim.

And these respondents, further answering, say that when in Pennsylvania, at the said time, complainant went into Schuylkill County, where some of the lands are situate, and there conversed with many persons with regard to the value of the same, and was desired by some of respondents, in particularly by the respondent William Brobst, to go and examine the said lands, but declined, and then, at Pottsville, and at all times and repeatedly, stated that he had sold all his interest in the lands aforesaid to the said William Brobst, and that he was perfectly satisfied with the sale, and had nothing more to do with the said lands, but that he thought the said William
37 could not recover them, as the length of time and other difficulties might have destroyed all his hopes of recovering them. And complainant also stated that he was glad he had met the said William Brobst, that he had treated him so well, also that he knew it would cost a great deal of money to recover the said lands, also that he hoped he should live long enough to be in court when the case came to be tried, and show that the old iron master from Pennsylvania, John Brobst, was not dead. Also that complainant, when in the city of Philadelphia, expressed a desire that the said William Brobst should let his cousin, Charles Everett, have an interest upon

the same terms as said William had bought for, as the said Everett had been very kind to his sister, but that he could not do it himself, as he had sold all his interest to the said William. And at all times and repeatedly the complainant stated that he had sold said lands to the said William; that the said William had stated to him their great value, and the said com-
38 plainant expressed himself perfectly satisfied with the said sale by him to said William. And after a full opportunity to examine and obtain any and all information he ratified and confirmed the said sale, and while in Philadelphia gave a separate receipt, not thereto persuaded as a matter of form, but freely and voluntarily, for the consideration mentioned in his said deed, and said, before he left Philadelphia, that his house had been burned and some of his papers probably destroyed, but that he would examine when he returned home, and if he found any he would furnish them and make any further deed or conveyance which might be required.

And these respondents, further answering, say that after all the said complainant's said statements and full satisfaction of his said sale to the said William, and these respondents' firm belief that all was right and
39 fair, and the absence of any intimation to the contrary, until the subpœnas in this case were served, they were surprised and astonished at the contents of the said bill of complaint, which seemed entirely irreconcilable with the uniform declarations and conduct of complainant. And thereupon, as these respondents are informed and believed, that at the instance of some of the respondents desiring to ascertain the meaning of the said allegations and the facts of the case, certain persons, among others the said respondent, William Elliott and Jacob Gross, Charles Everett and Valentine B. Riffert went to see the complainant at his house, at Green Glades, Alleghany County, in the State of Maryland, on the eighteenth day of April last, and then and there complainant stated that the original contract between himself and the said William Brobst was that, in consideration that the complainant conveyed to the said William all his, complainant's, interest in the lands described in the said deed of complaint and wife to
40 said William, the said William should pay and satisfy a certain judgment and execution in said Alleghany County, against complainant, of about one hundred and sixty dollars, and that said William should pay him twenty-five dollars in cash, and should also pay him five hundred dollars in cash in the month of March, A. D. 1859, and also that when he, the said William, or those for him, should procure or obtain by process of law or otherwise a clear and indefeasable title to the lands which complainant and wife had, as aforesaid, conveyed, he, the said William, should give to complainant the one undivided eighth part of the said land which should be so recovered, and that complainant should also have the privilege of receiving all the back rents, issues, and profits of the land, previous to the date of the said deed to the said William.

And the said statement of said original contract was then and
41 there reduced to writing, in the presence of complainant, and twice read over to complainant, and signed and sealed by the complainant, and witnessed and pronounced by complainant to be the true statement of original verbal contract between himself and said William, and the consideration for the said deed. And the said written statement was left in the hands of one Alexander Cupp, a friend of complainant, under promise from complainant to give respondents a copy, but the said promise has not been fulfilled, therefore respondents are not able to affix a copy thereof; but respondents pray that the complainant may be required to produce the same or furnish a copy thereof, and that respondents may have leave to refer to the same at the hearing, or otherwise, with like effect as if the same were hereto annexed.

And these respondents further say that they are informed and believe
42 that the complainant then and there admitted that the said William had paid the judgment and execution above referred to, and that he had also paid him twenty five dollars in cash; and they are further informed and believe that there was then and there tendered to him five hundred dollars in gold, on account of the said contract with the said William, which complainant declined to accept without the consent of one Elias Snively, who he stated was his agent, but made no objection to the time of the said tender, and expressed his willingness and desire to receive the same if his said agent would consent, and that neither at that time nor any other, save in the said bill, to the knowledge or belief of these respondents, did the said complainant make any allegation that the said William or any other person had misrepresented anything to him, or in any manner cheated or defrauded him, or given any cause of complaint to him, in respect of
43 the said sale of the said lands. And these respondents, from the best of their information and belief, deny each and all of the allegations of the said bill, regarding the said alleged misrepresentations, concealment, and fraud, and want of consideration.

And these defendants, further answering, say that they are informed and believe that at the said last-mentioned time and place the complainant signed a letter, written in his presence and addressed to the said Snively, in substance that if the said Snively approved of it, he should accept the five hundred dollars aforesaid on account of the said original contract with the said William Brobst, and send the money to him, as the said William had come up and fulfilled the contract with him, which he did not wish to deny; and that William Elliot, one of said respondents, with a friend of complainant, went to the said Snively and stated their errand, as con-
44 tained in the said letter, (of which letter the respondents have not a copy, but crave that the complainant may be required to produce the original or a copy thereof, and that respondents may have leave to refer to the same at the hearing or otherwise, as if the same were hereto annexed,) but the said Snively said that the complainant had nothing to do with it, as he held papers for all his lands in Pennsylvania, as well as for his farm in Maryland, and the acts of complainant would not amount to anything, and he would not take the money, as the matter had gone too far to stop now, as he had been to Pennsylvania and had learned that the lands might be recovered, and had employed counsel, and had himself filed the bill in equity in this case, and complainant could not arrest or stop it.

And to that part of complainant's said bill which represents complainant as aged, languid, and depressed or infirm, these respondents answer
45 that they believe that, though of advanced age, complainant is vigorous in mind and body, and quite sufficiently so to thoroughly understand the details of business and the value of property, and from his conversation and intercourse with him, they believe that he did understand the particulars of the said sale as has been hereinbefore stated.

And to that part of said bill which represents complainant as living in a remote and unfrequented part of said Alleghany County, poor and leading a laborious life, working a small piece of land secluded from sources of information, these respondents say that they do not believe the said representations to be accurate; but that they are informed and believe that complainant asserted to certain of respondents and others that after he removed to Maryland, he erected iron works, and after some time sold them, but the parties who purchased did not pay in full, and he was compelled
46 to sell a part of his land which he owned, one thousand acres; that for some time he took an active part in politics, and was repeatedly elected a commissioner of his county. Respondents believe he stated he was

so elected as many as eight times, and was frequently at Cumberland, the seat of justice of said county, where newspapers and information were accessible; and that he also furnished the contractors of the Baltimore and Ohio railroad with beef; and respondents believe he was in a situation in which information of the character required for knowledge of the condition of said lands could readily have been obtained.

And these respondents deny all knowledge or intimation of any fraud, misrepresentation, or concealment on the part of the said William Brobst, or any other person, respecting the said complainant and the said William, and, from the best of their information and belief, they say that the contract between the said complainant and the said William was, as hereinbe-
47 fore stated, *was* fairly made and fully understood by complainant; that respondent, William Brobst, paid in part the consideration, and that the five hundred dollars was, as hereinbefore stated, duly tendered to complainant, and that after full opportunity for enquiry and information said complainant ratified and confirmed the said contract and the said sale. And these respondents severally aver that they are each bona fide purchasers, without notice of any unfairness or irregularity, and with the payment of a good and valuable consideration as aforesaid by each of them before the filing of complainant's bill, which they severally aver was the first notice they or either of them had of any of the allegations in the said bill. And they further say that they each purchased his said one eighth interest for himself exclusive, by and without partnership or collusion with any other person.

And these respondents severally deny all and all manner of un-
48 lawful combination and confederacy with which they or either of them are by the said bill charged, without this that there is any other matter, cause, or thing in the said complainant's said bill of complaint contained material or necessary to make answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed and avoided or denied, is not true to the knowledge or belief of these respondents or either of them. All which matters and things these respondents and each of them are ready and willing to aver, maintain, and prove, as this honorable court shall direct, and humbly pray to be hence dismissed with their reasonable costs and charges in this behalf most wrongfully sustained.

James Russell, one of the above respondents, being duly sworn, doth
49 depose and say that the facts set forth in the foregoing answer are true, to the best of his knowledge and information, remembrance and belief.

JAMES RUSSELL.

Sworn and subscribed before me this nineteenth day of May, A. D. 1859.
J. BURCHARD, *U. States Commissioner.*

DAUPHIN COUNTY, *ss:*

Richard Fox, one of the above respondents, being duly affirmed, doth depose and say that the facts set forth in the foregoing answer are true, to the best of his knowledge, information, remembrance, and belief.

RICH'D FOX.

Affirmed and subscribed before me this sixteenth day of May, A. D. 1859.
JNO. J. PEIRSON,
Pres't Judge of the 12th judicial district of Penn'a.

50 DAUPHIN COUNTY, *ss:*

Benjamin G. Peters, one of the above respondents, being duly

sworn, doth depose and say that the facts set forth in the foregoing answer are true, to the best of his knowledge, information, remembrance, and belief.

B. G. PETERS.

Sworn and subscribed before me this sixteenth day of May, A. D. 1859.

JOHN J. PEIRSON,
Pres't Judge of 12 judicial dis't, of Penn'a.

51 And afterwards, to wit, on the day and year aforesaid, comes one of the respondents before mentioned, to wit, William Elliot, by his solicitor, and presents his separate answer, which said answer is filed and of the tenor following, to wit:

C. C. U. S., Ap. Sess., '59

JOHN BROBST, a citizen of the State of Maryland, *vs.* WILLIAM BROBST, JAMES RUSSELL, WILLIAM ELLIOT, Benjamin G Peters, and Richard Fox, citizens of the State of Pennsylvania. } No. 36.—In equity.

The separate answer of William Elliot, one of the above defendants, to the bill of complaint of John Brobst, complainant.

This respondent, now and at all times hereafter saving and reserving unto himself all benefit and advantage of exception which may be had or taken to the many errors, uncertainties, and other imperfections in the said
52 complainant's said bill of complaint contained, for answer hereunto, or unto so much and such parts thereof as this respondent is advised is or are material or necessary for this respondent to make answer unto, this respondent, answering saith: That he, this respondent, never knew or heard of the said complainant, or of his owning or claiming lands in Pennsylvania, until the latter part of September, A. D. 1858, when William Brobst, one of the above respondents, called upon this respondent, in the city of Philadelphia, and showed him a deed from complainant to himself duly executed and acknowledged and recorded in Schuylkill County, and proposed to sell to this respondent one eighth part of the lands thereby conveyed; and upon the representations of the said William Brobst, and after examination of the said deed, this respondent purchased for himself, uncon-
53 nected with any other person, the one eighth part of the land conveyed by the said deed from complainant W. G. H. to the said William, and paid the said William the full consideration of the said purchase by conveying to the said William two three-story brick houses in the city of Philadelphia; and the said William executed and delivered to respondent a deed for the one undivided eighth part of the land conveyed by the said deed of complainant to the said William, which deed is dated the thirteenth day of September, A. D. 1858, and recorded as in said bill set forth.

And this respondent avers that he is a bona fide purchaser of the same, without notice of any fraud, concealment, or misrepresentation made by the said William Brobst or any other person, to the complainant, if any such were made, and that he purchased in good faith and believing that William Brobst was the real and bona fide holder of the title of complainant,
54 whatever the same was, to the land described in the said deed and without any knowledge of any objection to the sale and conveyance of the same on the part of the complainant.

And respondent, further answering, saith that some time after he had so purchased the said one eighth of said land, and had received the said deed for the same, and had paid the said consideration, it was rumored that the

John Brobst who had owned the land described in said deed had been dead for several years, which rumor created uneasiness in the mind of respondent, although the said William Brobst asserted that the John Brobst who had executed the said deed to him was the same man that had lived in Pennsylvania and was the owner of the land, and it was proposed that the said William Brobst should take means to establish that fact and cause the said John to be identified. Accordingly the said William went with others
to the residence of the said John, in Maryland, and stated to him as
55 this respondent is informed, the objection made to his said deed, that he was dead, and that they wished to prove that he was alive, and that he was the John Brobst that claimed the land. And to remove all doubt on that subject the said John, the complainant, came with the said William, in order to show that he was alive and was the same man who claimed the lands, into the State of Pennsylvania to be identified; and respondent saw the complainant when he was in Pennsylvania at that time, and conversed with him regarding his sale of the said lands to the said William Brobst, in which conversation complainant stated that he had examined the said lands before he purchased in hopes of finding iron ore, and that he had found coal upon them, and then bought the same, thinking that they would sometime become very valuable.

And respondent further saith that the first time he saw complain-
56 ant, complainant asked if he had purchased an interest in the lands of his nephew William, and he answered that he had.

Complainant then stated that he hoped we would get the lands, as they were valuable; that the said William had told him that they were worth several millions of dollars, and were now the best lands in Schuylkill County; that he did not know they were so valuable until the said William had told him, or he would have looked after them some twenty years sooner, before the limitation and tax sales could possibly cut him out of his title; and he now feared the great length of time which had elapsed would prevent the said William from getting them, and would require the expenditure of a large amount of money to prosecute the claim.

And deponent further saith that the said complainant, when in Pennsylva-
nia as aforesaid, went into Schuylkill County, where some of the said
57 lands are situate, and there talked with persons with regard to the value of the same, and was desired by the respondent and the said William Brobst and others to go and examine them, but declined, and then, at Pottsville, and at all times and repeatedly, stated that he had sold all his interest in the lands aforesaid to the said William Brobst, and that he was perfectly satisfied with the sale, and had nothing more to do with them, but that he thought the said William could not recover them, as the length of time and other difficulties might have destroyed all his hopes of recovering them. Complainant further stated that he was glad he had met the said William, that he had treated him so well, also that he knew it would cost a great deal of money to recover the said lands and that if we made a great fortune out of them we could make him a nice present, also that he hoped
58 that he should live long enough to be in court when the cause should be tried, and show that the old iron master from Pennsylvania, John Brobst, was not dead. Complainant, when in the city of Philadelphia, expressed a desire that the said William Brobst should let his cousin, Charles Everett, have an interest in the same lands as William Brobst bought for, as the said Everett had been very kind to his sister, but that he could not do it himself, as he had sold all his interest to the said William. At all times and repeatedly the complainant stated that he had sold said lands to the said William Brobst, that the said William had stated to him their great value, and he expressed himself perfectly satisfied with the sale.

And after a full opportunity to examine and obtain any information, he ratified and confirmed the said sale, and while in Philadelphia gave a separate receipt freely and voluntarily, for the consideration mentioned
59 in the said deed, and said before he left Philadelphia that his house had been burned and some of his papers probably destroyed, but that he would examine when he returned home, and if he found any he would furnish them, and make any further deed or conveyance which might be required.

And this respondent, further answering, saith that after all the said complainant's said statements, and full ratification of his said sale to the said William, and respondent's belief that all was right and fair, and the absence of anything to the contrary until the subpœna in this case was served upon him, he was surprised and astonished at the contents of the bill of complaint in this case, which seemed entirely irreconcillable with the uniform declarations and conduct of complainant. And thereupon respondent, in company with others, went to see the complainant at his house, at
60 Green Glades, Alleghany County, Maryland, to ascertain the state of the case. And there, on the eighteenth day of April last, the complainant stated that the original contract between himself and the said William Brobst was that, in consideration that complainant conveyed to the said William all his, complainant's, interest in the lands described in the said deed, the said William should pay and satisfy a certain judgment and execution in said Alleghany County against the complainant of about one hundred and sixty dollars, and that said William should pay him twenty-five dollars in cash and should also pay him five hundred dollars in cash in the month of March, A. D. 1859, and also that when he, the said William, or those for him should procure or obtain by process of law or otherwise a clear and indefeasible title to the lands which complainant and wife
61 had conveyed by said deed to said William, he, the said William, should also give to complainant one undivided eighth part of the said land which should be so recovered, and that complainant should have the privilege of receiving all the back rents, issues, and profits of the land previous to the date of the said deed to the said William. And the complainant then and there stated to respondent that these were the terms of the said contract, and that the same were reduced to writing, and signed and sealed by the said complainant, but the said complainant refused to give this respondent the said written contract, but promised to give a copy of the same, which copy has not been furnished.

And the complainant then and there admitted that the said William had paid the judgment and execution referred to, that he also paid him twenty-five dollars in cash, and there was then rendered to him five hundred
62 dollars in gold on the said contract with the said William, which he declined to accept without the consent of Elias Snively, who he stated was his agent, but made no objection to the time of the tender, and expressed a willingness and desire to receive it if his said agent would consent. At the said interview the complainant made no allegation, or at any other time did he so do, and that the said William had misrepresented anything to him or had cheated or defrauded him, or did he make any complaint of any kind against the said William.

The complainant also then signed a letter, written in his presence and at his request, and read over to him, directed to his agent, Elias Snively, in substance that if his said agent approved of it he should accept of the five hundred dollars on account of the said original contract with the said
63 William Brobst, and send the money to him, as William had come up and fulfilled the contract with him, which he did not wish to deny.

And this respondent hoping that this controversy might be ended, accom-

panied a friend of complainant to the said Elias Snively, and their errand to the said Snively was stated as contained in the said letter, but the said Snively said the complainant had nothing to do with it, as he held papers for all his lands in Pennsylvania as well as for his farm in Maryland, and the acts of complainant now did not amount to anything, and he would not take the money as the matter had gone too far to stop now, as he had been to Pennsylvania and had learned that the lands might be recovered, and had employed counsel, and had himself filed the bill in equity himself,
64 and the complainant could not amend or stop it.

And to that part of the said bill which represents the complainant as living in a remote and unfrequented part of Alleghany County, Maryland, poor, and leading a laborious life, working a small piece of land, secluded from sources of information, this respondent states that the complainant asserted to respondent and others, that after he removed to Maryland, he erected iron works, and after some time sold them, but the parties did not pay in full, and he was compelled to sell a part of his land, of which he owned one thousand acres; that for some time he took an active part in politics; that he was repeatedly elected a commissioner of the county, respondent thinks as many as eight times, and was frequently at Cumberland, the seat of justice of Alleghany County aforesaid, where newspapers and
65 information are accessible. He also said that he furnished the contractors on the Baltimore and Ohio railroad with beef. And respondent does not believe that from his statements he lead a secluded life, as is represented in said bill, or was in a situation in which no information might be obtained.

And this defendant denies all knowledge of any fraud or misrepresentation on the part of the said William Brobst, or any other person, at the time of the said purchase, and avers that he never heard of the parties or the land until after the deed from complainant to the said William was recorded; and from the best of his information and belief respondent avers, that the contract between complainant and said William was fairly made and fully ratified afterward by complainant, after full opportunity for enquiry and information; and respondent claims to be a bona fide purchaser, with
66 the payment of the consideration, before the filing of the complainant's bill, which he avers was the first notice he ever had of any of the allegations of said bill; and respondent again avers that he purchased the said one eighth part of said lands for himself exclusively.

And this respondent denies all and all manner of unlawful combination and confederacy with which he is by the said bill charged, without this, that there is any other matter, cause, or thing in the said complainant's said bill of complaint contained, material or necessary for this respondent to make answer to, and not herein and hereby well and sufficiently answered, confessed, traversed, and avoided or denied, is not true to the knowledge or belief of this respondent; all which matters and things
67 this respondent is ready and willing to aver, maintain, and prove, as this honorable court shall direct, and humbly prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

William Elliot, the above named respondent, being duly sworn, doth depose and say that the facts set forth in the foregoing answer are true, to the best of his knowledge, remembrance, information, and belief.

WM. ELLIOTT.

Sworn and subscribed before me this twelfth day of May, A. D. 1859.

CHAS. E. BEALLUE, *U. S. Comr.*

68 And afterwards, to wit, on the day and year aforesaid, comes one of the beforementioned respondents, to wit, William Brobst, by Gar-

rick Mallery, esquire, his solicitor, and presents his separate answer, which *which* is filed, and of the tenor following, to wit:

C. C. U. S.—Ap. sess., '59.

JOHN BROBST, a citizen of the State of Maryland,
vs.
WILLIAM BROBST, JAMES RUSSELL, WILLIAM ELLIOT, BENJAMIN G. PETERS, and RICHARD FOX, citizens of the State of Pennsylvania. } No. 36.—In equity.

The separate answer of William Brobst, one of the above respondents, to the bill of complaint of John Brobst, complainant.

This respondent now, and at all times hereafter saving and reserving unto himself all benefit and advantage of exception which may be had or
69 taken to the many errors, uncertainties, and other imperfections in the said complainant's said bill of complaint contained, for answer thereunto, or unto so much and such parts thereof as this respondent is advised is or are material or necessary for this respondent to make answer unto, this respondent, answering, saith that he has been informed and believes it be true, that complainant formerly resided in the State of Pennsylvania, and left the said State some years ago, and removed to the State of Maryland, and that he owned, or claimed to own, lands situate in Schuylkill and Northumberland Counties, in the State of Pennsylvania, of some considerable extent, but of little available value; but respondent does not know at what time complainant removed to Maryland, or that he has always since resided in a remote and unfrequented part of Alleghany County, poor,
70 and leading a laborious life, working a small piece of land, secluded from sources of the information that might prompt him to learn the possible improvement of his interests left behind him in Pennsylvania, and to enquire into the actual condition of his estate there, as in said bill alleged, nor does respondent believe said allegations to be true; on the contrary thereof, he avers that complainant has stated to this respondent and others, that after he removed to Maryland, he purchased one thousand acres of land, and erected iron works, which, after some time he sold, and the purchasers failing to pay the whole of the purchase-money, he was obliged to sell some part of his one thousand acres; also, that he had taken an active part in politics; had been eight times elected commissioner of Alleghany County, and was frequently at Cumberland, the seat of justice of said county,
71 where there were newspapers and all the means of acquiring information, and also that he was extensively engaged in the business of furnishing beef to the contractors upon the Baltimore and Ohio railroad.

This respondent, further answering, saith that he does not know that complainant sold any of his lands in Pennsylvania until he sold them to respondent, as hereinafter stated; that respondent is a grandson of Valentine Brobst, and a nephew of complainant; and in the month of August, A. D. 1858, he called upon complainant, at his residence, in Maryland, never having seen complainant before, and proposed to purchase his right, title, and interest to all his lands in Pennsylvania. But respondent denies that he represented to complainant that such conveyance was required or sought by him only as a matter of form, as in said bill alleged, and he expressly denies all the allegations of said bill, in respect to any false or fraud-
72 ulent representations regarding the said conveyance, or the judgment referred to in the said bill.

Respondent did inform complainant that there had been a judgment against him, the said complainant, and the same respondent avers to be true, and that in fact there are several outstanding judgments in the State

of Pennsylvania against complainant. Respondent does not know anything regarding the allegation of complainant that before his departure the complainant had settled any or all of said judgments, or that there was any omission or other irregularity respecting them. Respondent did inform the complainant that the land had, in whole or part, been sold, and that a sale had been made under a mortgage which was upon the land in Schuylkill County when complainant bought the same, which this respondent
73 avers to be true, and that there is now an outstanding title under said sale, adverse to complainant; and respondent stated that the said sale, among other difficulties, would occasion a great deal of litigation. And respondent expressly denys that he concealed from complainant the value or extent or character of the property, or made any false or fraudulent representations respecting the same, as in the said bill alleged; but, on the contrary, he saith that before purchasing the said property, on the terms hereinafter set forth, he stated that the lands were coal lands of very great value; that some persons considered them worth two thousand dollars per acre; that they were some of the best coal lands of the State, and that coal lands in Schuylkill County had largely increased in value. And respondent avers that complainant, though aged, is a man of vigorous mind, and thoroughly understood the value of property, and that the difficulty was in es-
74 tablishing a valid title to the same after the sales that had taken place for taxes and on mortgages, which difficulty respondent avers to be very great, and that long and expensive litigation will be necessary to establish the title to the same.

And this respondent, further answering, saith that complainant then and there, to wit, at his residence, in Maryland, in the month of August, A. D. 1858, contracted and agreed to and with respondent to convey to him all his lands in Pennsylvania, for the good and valuable considerations, as follows: 1st. That respondent should pay off and satisfy a certain judgment and execution against complainant in said Alleghanty County, and should pay complainant twenty-five dollars in cash. 2nd. That in the month of March, A. D. 1859, respondent should pay complainant the sum of
75 five hundred dollars in cash. 3rd. That as soon as respondent could obtain by process of law or otherwise a clear and indisputable title to the lands, he should convey to complainant the one undivided eighth part of all the lands which he should recover. And 4th. That complainant should have for his own use and benefit all the rents, issues, and profits of the said lands down to the date of his deed to respondent. That thereupon respondent requested that the said contract should be written as aforesaid and signed, but complainant refused so to do, alleging that he feared if it was in writing some of his creditors might learn of it and interfere with him; and afterwards, in the month of October or November following, complainant stated to respondent's counsel the same reason for declining to have a written contract.

And this respondent expressly avers that the deed of complainant and wife to respondent, dated on the twentieth day of August, A. D. 1858,
76 was in pursuance of the said contract and agreement, and for the considerations above stated.

And this respondent also avers that the last-named deed was given to complainant at the time of its execution to be read by him, and was also read aloud to him, and respondent believes that he fully understood the same, and that the consideration of fifty thousand dollars in said deed was at first left in blank, and that the said sum was suggested in conversation with the complainant, and agreed to by him expressly, and was thereupon inserted, with his express knowledge, before the execution of the said deed.

And this respondent, further answering, saith that the said contract and

agreement has thus far been complied with by him; that the said judgment and execution of about one hundred and sixty dollars he paid off and satisfied shortly after the date of said deed, and also paid the sum of twenty-five dollars in cash. And he farther avers that the sum of five hundred
77 dollars was, on the eighteenth day of April last, tendered in gold to complainant by Jacob Gross, on behalf of respondent, and on account of said contract and agreement, at the complainant's house in Maryland; and the complainant made no objection regarding the time of said tender, and expressed a willingness and desire to receive the said five hundred dollars if his agent, Elias Sniveley, should consent, but declined so to do without such consent. And complainant also then and there signed a letter, written in his presence and at his request, and read to him, directed to said Snively, in substance that if the said Snively approved of it, he should accept the five hundred dollars aforesaid, on account of the said contract and agreement with respondent, and send the money to complainant. And shortly thereafter William Elliot, one of the respondents, accompanied a
78 friend of complainant to said Snively, and stated their errand as contained in the said letter, but the said Snively said that complainant had nothing to do with it, as he, Snively, held papers for all his lands in Pennsylvania as well as in Maryland, and the acts of complainant now did not amount to anything, and he would not take the money, as the matter had gone too far to stop now, for he had been to Pennsylvania himself, and had learned that the lands might be recovered, and had employed counsel there, and had himself filed the bill in equity in this case, and the complainant could not amend or stop it. And this respondent further expressly saith that he is in all respects willing and ready to comply with all particulars of his said contract and agreement with complainant.

And respondent, further answering, expressly denies that he or any others with or for him induced the said complainant to repair to Pennsyl-
79 vania for the purpose that complainant should commit himself in the premises, or for any other improper motive; that in fact there was a rumor that John Brobst, who had lived in Pennsylvania, and had held a title to the lands in said deed, was dead, and those who, as hereinafter mentioned, purchased from respondent certain interests in the same became alarmed; and to quiet their apprehensions, and to establish the fact that the complainant was the same John Brobst who had resided in Pennsylvania and had purchased the said lands, this respondent and his brother Valentine brought complainant to Pennsylvania, for the purpose of his indentification, as they had a right to do. Respondent paid complainant's travelling expenses, and gave him a new suit of clothes, as in said bill stated, but he denies that he paid the said judgment and execution for the purpose of inducing complainant to come to Pennsylvania, but that he paid the
80 same as part of the original contract, as hereinbefore set forth.

This respondent, further answering, saith that when coming with complainant to Pennsylvania in the cars he repeated to complainant the facts about the great value of the property; that the same was worth, in the estimation of some persons, two thousand dollars per acre, and the complainant thoroughly understood the same, and was perfectly satisfied with his previous sale, but said that he did not believe respondent would ever succeed in obtaining the said lands.

And respondent denies that the said Richard Fox, one of the respondents, ever went to Maryland at that time, or brought the complainant therefrom, or participated in the same, and all the allegations of the said bill respecting the said Fox are untrue and unfounded.

And respondent saith that when as aforesaid the complainant was
81 in Pennsylvania, he told complainant that he had sold certain interests in the lands to the other respondents, and complainant well

understood and seemed perfectly satisfied thereat. And complainant stated to respondent and others that before he himself had purchased the said land he examined the same in the hopes of finding iron ore, and that he had found coal upon them, and then bought the same, thinking they would some time become very valuable, and he stated to several of the respondents that he hoped they would get the lands, as they were very valuable, and that this respondent had told him they were worth several millions of dollars, and were now the best lands in Schuylkill County; that he did not know they were so valuable until this respondent had told him, or he would have looked after them some twenty years ago, before the limitation and tax sales could possibly cut him out of his title, and he now feared the great length
82 of time which had elapsed would now prevent us getting them, and would require the expenditure of a large amount of money to prosecute the claim.

And complainant when on the said visit to Pennsylvania went into Schuylkill County, where some of the lands are situated, and there conversed with persons about the value of the same, and was desired by respondent and others to go and examine them, but declined, and then at Pottsville, and at all times and repeatedly, stated that he had sold all his interest in the lands aforesaid to respondent, and was perfectly satisfied with the sale, and had no more to do with them, but that he thought respondent could not recover them, as the length of time and other difficulties might have destroyed all his hopes of recovering them; also that he knew it would take a great deal of money so to do, and that if those concerned made a great fortune
83 out of it, they could, besides the consideration of his sale, make him a nice present; also that he hoped he would live long enough to be in court when the cause came on to be tried, and show that the old iron master from Pennsylvania, John Brobst, was not dead.

Complainant also when in the city of Philadelphia expressed a desire that respondents should let his cousin, Charles Everett, have an interest upon the same terms as respondent had bought for, as the said Everett had been very kind to his sister, but that he could not do it himself, as he had sold all his interest to respondent, and at all times and repeatedly stated that he had sold said lands to respondent, and that respondent had stated to him their great value before the said sale, and he was perfectly satisfied the said sale; and after a full opportunity to examine and obtain any and all information, he ratified and confirmed the said sale, and while in Philadelphia gave
84 the separate receipt, for the consideration of fifty th usand dollars, which is referred to in said bill, but not, as in said bill alleged, being induced or persuaded thereto as a matter of form, but freely and voluntarily, and said ratification of the said sale and of the said deed, and said before he left Philadelphia that his house had been burned, and some of his papers probably destroyed, but he would examine when he returned home, and if he found any he would furnish them, and also make any further deed or conveyance which might be required.

And complainant left Philadelphia perfectly satisfied, and thoroughly understanding the whole transaction, as hereinbefore stated, and afterwards sent respondent the letter dated December 28, A. D. 1858, hereto attached, marked "A," which respondent craves may be taken as part of this his answer.

And this respondent, further answering, saith that the first notice
85 he ever had of the dissatisfaction of the complainant with said sale, or of the allegations in the said bill, was by the said bill itself, and respondent was surprised and astounded at the said allegations, they being so entirely at variance with the facts and the oft-repeated statements of complainant, and immediately after the said bill was seen by him and others interested took measures to have the complainant seen upon the subject, and

his real views ascertained, and thereupon, to wit, on the eighteenth day of April last, Charles Everett, Jacob Gross, and others, enquired of complainant at his house in Maryland what were the facts respecting the contract and sale with and to this respondent. And the complainant then and there gave the statement of the facts substantially as hereinbefore set forth, and described the original contract as hereinbefore given, which state-
86 ment of said contract was then reduced to writing in his presence, and that of Charles Everett, Valentine B. Riffert, Alexander Cupp, Jacob Gross, William Elliott, and others, and then and there complainant signed and sealed the same, and the said Alexander Cupp did at the same time affix his own name to the same as attesting witness, and the said written statement of the former verbal contract was twice read over to said complainant, and acknowledged by him such to be, and the writing was then delivered to said Alexander Cupp as friend of complainant, who promised to retain it, and a copy thereof was promised, but the said promise has not been fulfilled, therefore respondent is unable to annex the same, but is informed and believes that the said writing is in substance and is nearly in language as may be the same as is hereinbefore recited. And at the same time complainant admitted that respondent had paid him twenty-five dollars,
87 and satisfied the judgment and execution hereinbefore referred to. And thereupon tender was made of the five hundred dollars, as also hereinbefore set forth, but neither then or at any other time within respondent's knowledge did complainant assert that respondent had misrepresented anything to him, or had cheated or defrauded him, or make any complaint of any kind against him. And this respondent verily believes that the said bill was drawn and filed by some other party than the complainant or counsel acting directly under his authority and instructions, and that the allegations of said bill are not the allegations of the complainant directly, and have not been submitted to him before the filing of the same.

And this respondent, further answering, saith that he expressly denies that the other respondents conspired or combined with him, or with
88 each other, or concealed or misrepresented anything, as in said bill alleged, or that they or any of them are nominal or fraudulent purchasers, or are in partnership with him in the same. Respondent denies all the allegations in the said bill respecting the said other respondents, save that he sold to the same interests *bona fide*, without their knowing or believing, or having reason to know or believe, the existence of anything in the transaction otherwise than fair and honest, as in fact the whole transaction was. And respondent avers that he sold to respondents William Elliott and James Russell separately the one undivided eighth of said lands in said deed of complainant and wife to respondent mentioned, to each of them for the consideration from each of them of two three-story houses in the city of Philadelphia, and to each of respondents Benjamin G. Peters and
89 Richard Fox, sold a like undivided eighth part for the consideration of ten thousand dollars, of which six hundred and fifty dollars was paid in cash by each, and their separate obligations taken for the balance, all four of the said respondents purchasing separately and exclusively for their own benefit, irrespective of the others, or of the interest of respondent, and respondent conveyed to them the said one eighth interests as is in said bill stated.

And this respondent denies all and every manner of unlawful combination and confederacy with which he is by the said bill charged, without this, that there is any other matter, cause, or thing in the said complainant's said bill of complaint contained material or necessary for this respondent to make answer unto, and not herein and hereby well and sufficiently answered,
90 confessed, traversed, and avoided or denied, is true to the knowledge or belief of this respondent. All which matters and things this re-

spondent is ready and willing to prove as this honorable court shall direct and humbly prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

William Brobst, the above-named respondent, being duly sworn, doth depose and say that the facts set forth in the foregoing answer are true to the best of his knowledge, remembrance, information, and belief.

WILLIAM BROBST.

Sworn and subscribed before me this twelfth day of May, A. D. 1859.

CHAS. F. HEAZLITT, *U. S. Com'r.*

91 A.—(Copy)

GLADES, *December* 28, 1858.

MY DEAR COUSIN: I received yours the 11th of this month. We are happy to hear that you and all our friends were all well. We are all well at present, and hoping these few lines will find you all in the same state. You wrote suit you brought would be tried in June or September, the next court in *in* March could the putting off longer than March. You told me when we started from Philadelphia that you thought would sell to Nesmith, Everett, and Wannemaker share; if you write, let me know. Remember my love to Mrs. Brobst and Charles Nesmith and all his family, and my sister and her family, Everett and family.

I remain your loved cousin,

JOHN BROBST.

Mr. WILLIAM BROBST.

92 N. B.—Dear cousin, you told me that you would let me have five or six hundred dollars in March to buy cows with. We can send you all as good butter. We have a neighbor which has five cows for sale; he will move to the west in six weeks. If you could send me as soon as you get these few lines a hundr d dollars gold, by Demmer at home. Please to write if your collector in Lewistown has any hopes to get the money for Smith & Milliken, which I gave him at Harrisburg to collect. Please to write as soon as you get these few lines.

93 Afterwards, to wit, on the second day of November, A. D. 1859, the following rule is entered and filed, to wit:

Rule on complainant to reply or demur to respondent's answer in twenty days or *non pros.*

94 Afterwards, to wit, on the tenth day of November, A. D. 1859, the replication of John Brobst is presented by his said solicitor, which replication being filed is in the words and of the tenor following, to wit:

JOHN BROBST
vs.
WILLIAM BROBST, JAMES RUSSELL, WILLIAM Elliott, Benjamin M. Peters, and Richard Fox. } C. C. U. S., 36, Ap. '59, equity.

Replication of complainant.

The replication of John Brobst, complainant, to the several answers of William Brobst, James Russell, William Elliott, Benjamin G. Peters, and Richard Fox, respondents.

This repliant, saving and reserving unto himself all and all manner of advantage of exception to the manifold insufficiencies of the said answers, for

replication thereunto saith that he will aver and prove his said bill to be true, certain, and sufficient in the law to be answered unto, and that
95 the said answers of the said respondents are uncertain, untrue, and insufficient to be replied unto by this repliant; without this, that any other matter of thing whatsoever in the said answer contained material or effectual in the land to be replied unto, confessed, and avoided, traversed or denied, is true. All which matters and things this repliant is and will be ready to aver and prove as this honorable court shall direct, and humbly prays as in and by his said bill he hath already prayed.

W. L. HIRST, *Solicitor for Comp't.*

96 Afterwards, to wit, on the nineteenth day of December, A. D. eighteen hundred and fifty-nine, on motion of William L. Hirst, esquire, on behalf of John Brobst, the complainant, a rule is granted for a commissioner to Cumberland County, Maryland, whereupon interrogatories are filed, which being read are of tenor following, to wit:

Interrogatories under the commission to Maryland to be propounded to Alexander Cupp and Albert A. Rizer, of Allegany County, Maryland, witnesses produced on part of the complainant.

First. Do you know the complainant and the defendant Elliott, and any of the other defendants, or any of them? If yea, how long have you known them?

Second. What is the character of mind and disposition, especially in matters of business, of the complainant? Is he or is he not of strong or active mind, and suspicious or cautious nature, and is he or is he not difficult, or easy, to be persuaded or imposed on in matters of contract or busi-
97 ness? What is his age, as you know or estimate it?

Third. Were you or were you not ever present at any meeting between complainant and defendant Elliott, and where and when was it, if it took place, and who were present? What was the meeting, or any conversation (if any) at it, about, and what took place? Was or was not William Brobst, the defendant, there, or was or was not any one there in his behalf or representing him or any interests of his? And if yea, who was it, and what were such interests of his?

Fourth. Did you or did you not, after any such meeting as above interrogated to, if any such took place, go to Elias Snively's dwelling, and if so, with whom, if with any one. And when, if so, did you go? Where did Snively then live, and how far from the complainant's dwelling? What connexion, if any, had said Snively with said John Brobst, or any of John Brobst's interests?

Fifth. If you make any such visit as the last interrogatory in-
98 quires about, did you see and meet with Snively, and who were present, if any were or was, besides you, and what was there said or done, if anything?

Sixth. Do you know anything further material for the complainant in this cause? If yea, state it.

W. L. HIRST,
CHARLES F. MAYOR,
Sol'rs for Complainant.

THOMAS DEVICMON, Esq.,
Commissioner for complainant, Cumberland, Maryland.

Enter rule for commission to Cumberland, Alleghany County, Maryland, on 15 days' notice to the defendants or their attorney.

W. L. HIRST, *Sol. for C'mp'l'ts.*

Dec. 19, 1859.

99 Afterwards, to wit, on the seventh day of January, *anno Domini* eighteen hundred and sixty, interrogatories are presented and filed, which being read and filed are in the words and of the tenor following, to wit:

Interrogatories for Judge Thomas Perry and G. A. Pearie, counsellor-at-law, of Cumberland, Maryland, witnesses produced on the part of the complainant:

First. Do you know John Brobst, the complainant, and if yea, how long have you known him? Do you know the defendant William Brobst, and the other defendants, or any of them? And how long, if yea, have you known such defendant or defendants?

Second. Do you or do you not know of the execution and acknowledgment, or either, of any deed from John Brobst and his wife, of lands in Pennsylvania? And if yea, when and to whom was such deed exe-
100 cuted and before whom and when acknowledged? Who were present at such execution and acknowledgment respectively? Do you know of the executing and acknowledging, or either, of more than one such deed to any party or parties, or of any other deed whatsoever, from John Brobst and wife?

Third. Look at the paper now shown to you, marked J. B., purporting to be a copy of a deed from John Brobst, and his wife, Mary Ann, to William Brobst, and witnessed by Thomas Perry and George A. Pearie? Have you any knowledge of any deed of which said writing may be a copy; and what do you know, and did you or did you not witness the execution of such deed, and sign as attesting witness, and did you or did you not, either of you, take the acknowledgment of such deed? Has or has not any such deed any relation to or connection with, and if so, what, any answer of yours to the last above written interrogatory?

101 Fourth. If in answer to the above second and third interrogatories you speak of the executing and acknowledging by John Brobst, and Mary Ann, his wife, of any deed of lands in Pennsylvania, what took place in the way of representations or declarations of any parties to the deed as to motive for having the deed made, or inducement or consideration for making it, and value of the property or otherwise, if any such representations or declarations did take place? Was any consideration given at the executing or acknowledging of such deed for such deed, and if so, what, or at any other time?

Fifth. If you testify as to any deed as indicated in the second and third interrogatories, how did you happen to be present at the executing thereof? Where do you reside, and how far from your place of residence, if not there, does said John Brobst reside? State all circumstances in relation to
102 your attending said execution and acknowledgment? Did you or did you not repair to said John Brobst's residence on the occasion, or where did said execution and acknowledgment take place?

Sixth. Is said John Brobst old or young, or otherwise? What is his age, as you know or believe? Is he or is he not a man of strong mind, circumspect and cautious, and watchful or suspicious as to his interest or his rights; or what, as to all such qualities, is his mind or disposition; and how, in any such respects, did he conduct or exhibit himself at any execution and acknowledgment of a deed as aforesaid, if you shall testify of any such execution and acknowledgment?

Seventh. Do you know anything further material for the complainant in this cause? If yea, state it.

CHARLES F. MAYER, *Sol'r for Compl't.*

103 If the original of the deed purported in the writing marked J. B., exhibited with the third aforegoing interrogatory, be produced at the

examination, then, in place of the said third interrogatory, the complainant in the same order propounds the following interrogatory:

Third. Look at the paper now shown to you purporting to be a deed to William Brobst from John Brobst, and Mary Ann, his wife. Do you know or not anything of said paper, and what, if anything, do you know? Who are the witnesses to said deed, and did or did not the persons purporting to be witnesses attest the deed as such? and before whom was the acknowlegment of the deed made? Has or has not the said paper or deed any connection with or relation to, and what, any of the matters that you may have answered to the above second interrogatory?

104 WM. L HIRST.
CHARLES F. MAYER.

THOMAS DEVICMON, Esq.,
Commissioner for Complainant, Cumberland, Maryland.

And afterwards, to wit, on the day and year last before mentioned, the respondents by Garrick Mallery, esquire, file their cross-interrogatories to Thomas Perry and G. A. Pearie, sur. commission to Maryland, which being read are of tenor following, to wit:

Cross-interrogatories to be exhibited to Judge Thomas Perry, and G. A. Pearie, counsellor-at law, Cumberland, Maryland, witnesses to be produced, sworn or affirmed, and examined on the part of the complainant under the commission in said suit.

105 Cross-interrogatory first. If you answer the complainant's sixth interrogatory, state whether John Brobst, the complainant, was and has not been a man of business, and whether he has not built and carried on iron works in Maryland, and whether he has not been a contractor to supply workmen on the Baltimore and Ohio railroad with beef and provisions, and whether he has not been repeatedly elected as a commissioner of Alleghany County, State of Maryland; and if so how often had he been elected? State your knowledge fully upon the subject of this cross-interrogatory.

Cross-interrogatory second. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the respondents in this cause, or any of them? If yea, set forth the same fully and at large in your answer, to the extent of your knowledge.

GARRICK MALLERY,
Solicitor for Respondents.

THOMAS J. MCKAIG, Esq.,
Commissioner for respondents, Cumberland, Maryland.

106 Afterwards, to wit, on the day and year last before mentioned, the respondents by Garrick Mallery, esquire, file their cross-interrogatories to Alexander Cupp and Albert A Rizer, *sur.* commission to Maryland, which, being read and filed, is in the words following, to wit:

107 In the circuit c't of the U. S. for the E. dist. of Pa., Ap. sess., '59.

JOHN BROBST
vs.
WILLIAM BROBST, WILLIAM ELLIOTT, JAMES RUSSELL, Richard Fox, and Benjamin G. Peters. } In equity.—No. 36.

Cross-interrogatories to be exhibited to Alexander Cupp and Albert A. Razer, of Alleghany County, Maryland, witnesses to be produced, sworn or affirmed, and examined on the part of the complainant under the commission to Maryland in said suit.

Cross interrogatory first. If you answer the complainant's second inter-

rogatory, state whether John Brobst, the complainant, was and has not been a man of business, and whether he has not built and carried on iron works in Maryland, and whether he has not been a contractor to supply workmen on the Baltimore and Ohio railroad with beef and provisions, and whether he has not been repeatedly elected a commissioner of Alleghany County, State of Maryland; and if so, how often has he been elected? State your knowledge fully upon the subject of this cross-interrogatory.

108 Cross-interrogatory second. If you answer the complainant's third interrogatory that you were present at a meeting between complainant and the defendant Elliott and others, state the names of all the parties who were present besides William Elliott. Were not Elihu Pedrick, Charles Everett, Valentine Riffert, and Jacob Gross, all present with yourself and John Brobst at the time referred to in said interrogatory? State fully and particularly whether the contract made by John Brobst, and William Brobst for the purchase of the land of John Brobst, in Pennsylvania, and conveyed by the deed of John Brobst and wife to William Brobst, dated August 20th, 1858, was not stated fully by the said John Brobst. Did not the said John Brobst state that the original agreement between him and William Brobst for the sale and purchase of the land referred to, was that the complainant conveyed all his interest in the lands described in said deed to William Brobst for the consideration that the said William Brobst agreed to pay and satisfy a certain judgment and execution in the County of Alleghany and State of Maryland, against the complainant of about one hundred and sixty dollars, and also to pay complainant twenty-five dollars in cash, and should also pay the further sum of five hundred dollars in cash in the months of March and April, A. D. 1859; and also that if

109 he, the William, or those for him should procure or obtain, by process of law or otherwise, a clear title to the land which complainant and wife had conveyed to said William as aforesaid, he, the said William, should then reconvey to complainant the one undivided eighth part of the land which should be so recovered, and that complainant should have the privilege of recovering all the back rents, issues and profits of the said land previous to the date of the said deed to the said William? If the foregoing was not the contract as stated by the complainant, what was the contract so stated?

Cross-interrogatory third. Was not the statement of the original agreement between complainant and William Brobst referred to in the foregoing cross-interrogatory reduced to writing at the time of the meeting referred to in the same? and was it not read to complainant? and was not the said written statement signed by complainant? and was not the same witnessed by Alexander Cupp? and was not the same delivered to said Cupp after it had been signed and witnessed?

Cross-interrogatory fourth. Did not the complainant on the occasion inquired of above admit and state that the said William Brobst had paid and satisfied the before mentioned judgment of one hundred and sixty-

109 dollars, and had also paid the before-mentioned twenty-five dollars? and was not there then tendered to complainant, on behalf of William Brobst, by Jacob Gross, the sum of five hundred dollars in gold?

Cross-interrogatory fifth. Did not the complainant at the said time request a letter to be written from him to Elias Snively as his agent, in substance that if the said agent approved of it he should accept of the said five hundred dollars on account of the original contract with the said William Brobst, and send the money to him, as William had come and fulfilled the contract with him, which he did not wish to deny, and should withdraw the bill in equity filed in this case? If that was not the substance, what was

it? Did not the complainant sign a letter to said Snively, and what was the purport of said letter?

Cross-interrogatory sixth. Did not the complainant, on the occasion above inquired of, state that after he had made the contract with William Brobst, and executed and delivered the deed to him, he had made a contract with Elias Snively to give him the one half of all the land that he should recover, and that he had given him a power of attorney to carry out said
110 agreement? What did he say on that subject?

Cross-interrogatory seventh. If you answer that you did go to Elias Snively as inquired of in complainant's fourth interrogatory, state whether the letter above referred to, written on behalf of complainant to said Snively, was not taken to said Snively; and if so, by whom taken. And was not the memorandum of the original agreement, also above referred to, also taken to said Snively? and if so, by whom so taken? And were not the same or either and which given to him? and if so, by whom? And were not the contents of both or either and which of them made known to him? and if so, by whom? And did not the said Snively answer that the complainant had nothing to do with the business, that he, Snively, held papers for the whole of complainant's lands in Pennsylvania as well as his farm in Maryland, and that the acts of complainant now did not amount to anything, and that complainant had nothing to do with the bill in equity, that he, Snively, had filed it himself, or to the like effect? If Snively did not say as above, what did he say?

Cross-interrogatory eighth, to Alexander Cupp alone. If you answer that there was reduced to writing the statement of the original contract be-
111 tween complainant and William Brobst, or any statement as inquired of in the foregoing second and third cross-interrogatories, was not the same read to and signed by complainant, in your presence, and was not the same witnessed by you, and did you not sign the same as a witness? Was not the said written statement delivered to you after it had been signed and witnessed? If yea, and the same is in your possession, or under your control, annex the same to deposition. If not in your possession, or under your control, where is it, and in whose possession? To whom have you delivered it, if to any one, and when and where did you see it last? If you have not the original of said writing, have you any copy thereof? and if so annex said copy to your deposition. Did not at one time William Elliott have possession of said writing, and did not complainant refuse to allow said Elliott to keep possession of the same, but agreed to give him a copy of it, or allow him to take a copy? Was or was not the said writing delivered to you at complainant's request or otherwise, and has in order that you might take the same to Elias Snively, or for any other and what purpose? And did you not take the same to said Snively, and what, if any, was the interview and the particulars thereof, with the time, place, and persons present? Answer fully all the enquiries in this cross-interrogatory.

112 Cross-interrogatory ninth, to both of said witnesses. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the respondents in this cause or any of them? If yea, set forth the same fully and at large in your answer.

GARRICK MALLERY,
Solicitor for Respondents.

THOS. J. MCKAIG, Esq.,
Commissioner for respondents, Cumberland, Maryland.

113 Afterwards, to wit, on the seventh day of January, in the year eighteen hundred and sixty, the special affidavit of John Brobst is presented and filed, which affidavit is in the words and of the tenor following, to wit:

STATE OF MARYLAND, *Allegany County, to wit:*

I, John Brobst, the above-named complainant, do hereby declare as follows, to wit: I lived in Schuylkill County, in Pennsylvania, in the year eighteen hundred and sixteen, and for many years before. In the year eighteen hundred and nineteen, or thereabouts, I removed to Union County, Pa., where I resided about five years, and then moved to Greene County, in Pennsylvania, where I resided two or three years, and thence I removed to Allegany County, in the State of Maryland, in the year eighteen hundred and twenty-seven, and there I have ever since resided, never visiting
114 Pennsylvania until recently, in October, in the year eighteen hundred and fifty-eight, nor ever having been in the State of Pennsylvania until October last, since I, as aforesaid, removed to Maryland. About the year eighteen hundred and sixteen I bought from my brother, Michael Brobst, an undivided part (a fourth part according to my recollection) of a large body of land in Schuylkill and Northumberland Counties, in Pennsylvania, which were owned by Mr. Biddle, a lawyer, of Reading, Pennsylvania, one Boyer, Valentine Brobst, and, I believe, another; my brother Michael purchasing Boyer's interest, and, as above related, selling to me the interest. Besides that landed interest, I owned, at the time I have mentioned, in my exclusive name, two other tracts of land situate in Schuylkill, or in Northumberland County, containing each about five hundred acres. About the year 1818 (eighteen hundred and eighteen) I confessed judgment
115 (or allowed one to be so taken under a judgment bond) in, I believe, Schuylkill County, in favor of Valentine Brobst, my uncle, for twenty thousand dollars, the actual amount payable. In the year eighteen hundred and nineteen, or thereabouts, execution upon the judgment being taken out, I came to a settlement upon the claim with Valentine Brobst, by which I considered the demand closed and put at rest. I did not see that any paper was filed in court, nor did I take any steps for showing (by proper writings) for all time thereafter that any settlement, as just stated by me, had been made. Having been so unmindful of putting the proper evidence on file about what was done concerning the judgment, I was the more inclined to believe that advantage, in years afterwards, might have been taken of the omission, and proceedings of some sort taken upon the judgment. During the many years of my residence in Maryland I never inquired as to my lands in Pennsylvania, nor as to the judgment. I was always poor, as I yet am, in Ma-
116 ryland, leading a very hard and laborious life in a very retired part of Maryland. I am infirm and old, my age being now seventy-nine years.

In August, in the year eighteen hundred and fifty-eight, William Brobst, one of the above-named defendants, sought me out in Maryland. He made himself known to me (I had never before seen him) as one of the grandsons of Valentine Brobst, in whose favor I had granted judgment as above stated by me. He stated (falsely, as I have since ascertained) that the judgment had been kept alive; and that under it he was entitled to all my lands in Schuylkill and Northumberland Counties, and all other lands of mine in Pennsylvania, and that he could at expense, and with some trouble, get a deed for all that property from the sheriff or through the law, but that he wished to be spared the expense and trouble, and had come on to me to ask a deed from me of the lands in place of getting it from the sheriff
117 or the law, and stated that as it was only a matter of form, he hoped I and my wife would give him the deed.

He said that he would make us some present for doing so at some time, but he did not offer any pay for the giving the deed. He gave me no information of the value of the lands nor of what he expected to get for them or

to do with them, nor of the situation of the property as to persons claiming them, or in any other respect. When I left Pennsylvania I considered the lands wild and of little value, and so I thought they were when William Brobst applied to me for the deed; and when he obtained it from me and my wife—she joining for her dower—said William Brobst let me be of the impression that the lands continued wild and of but little value. Believing that the law had, as stated by William Brobst, cut me off from all interest in the lands, and that I was doing a favor to him without giving up any interest of mine, I agreed to his request, and I and my wife executed
118 the deed. The deed was brought to us by Mr. Pearie, a lawyer, of Cumberland, and in his presence, and before Judge Perry, it was executed by me and my wife, and acknowledged. Mr. Pearie read it, but I paid little or no attention to the reading, supposing the whole thing to be only a matter of form. I did not understand on the reading that a consideration of fifty thousand dollars was stated in the deed as paid to me, which I have since found was stated for the consideration. In fact no consideration whatsoever has ever been paid or agreed to be paid; the said William Brobst so entirely imposing on me the belief that I was going through a form only, and not parting with anything but what was nominal and could never do me good, that I made no terms for any payment. The deed I have mentioned is that referred to in my bill of complaint in this cause. In October, in the year eighteen hundred and fifty-eight, William Brobst again visited me at my home, and came in company with his brother Valentine and a per-
119 son from Harrisburg, who was represented by William as having a part in the lands and as being one of a company for the lands that he (William) had, he said, got up, and also a person named, I believe, Stonewald—brought along with them to identify me, it having been supposed, as William Brobst said, that I was long ago dead. William asked me to accompany him to Philadelphia, and thence to Schuylkill County, to see my old acquaintances, as he said, but, as I have ascertained, that I might be identified as the owner, when I lived in Schuylkill County, of the lands of which William Brobst was managing and plotting to rob me. I was reluctant to go with these persons, especially as I was then in trouble from debts that were pressing me; but William Brobst promised, so that I might be persuaded to go on the journey, to relieve me of the debts that were then disturbing me, and I then agreed to go. At Cumberland William Brobst paid off the debts then threatening my little property, and to the
120 amount of one hundred and sixty dollars, and I then accompanied him and the other persons that I have mentioned to Philadelphia, and from there I went with William Brobst to Schuylhill County, where he was particular to bring me into meetings with old friends and acquaintances of mine of the time when I lived in Schuylkill County. I have reason to believe that in all this one of William Brobst's objects, and of those who were concerned with him in the fraud of taking from me my lands, was to get me to commit myself to some declaration that I had parted, to William Brobst, with my lands or that I no longer owned the lands. When I was in Philadelphia I was told by William Brobst that his counsel (Mr. Cooper he named) had said that I should sign a receipt for fifty thousand dollars as paid for the lands, and said that it was necessary in law to make good the form of the thing, and was only a mere matter of form that was required by the law.
121 I was then as ignorant and as much without suspicion of the fraud of William Brobst as I was when I executed the deed, and thought as little about the lands or of my possibly having still had any ownership of them when I gave the deed to William Brobst. Under this ignorance, kept up in me by this William Brobst, and kept entirely in the dark, I signed the receipt. When I left Pennsylvania for home William Brobst gave me,

as a present, twenty-five dollars, striving, too, to make me then believe that he had been treating me very affectionately and had been doing me good by giving me the pleasure of seeing old friends. At this period I was still blind to the deception of William Brobst, and had made no enquiries, care having been taken (as on thinking over I now find) by William Brobst and his friends that I should see no persons under circumstances to favor their giving me information to lead me to suspect the wrong done me and the
122 fraud attempting by William Brobst I have found that the lands are, in all probability, of very great value; that all that William Brobst alleged as to his title under the judgment, and as to my loss of my interest in the lands, is utterly false; and that the deed was drawn from me under a scheme of fraud, which he is now seeking to carry out.

JOHN BROBST.

STATE OF MARYLAND, *Allegany County, to wit:*

I, Thomas Perry, judge of the circuit court for said county, hereby certify that on this 7th day of April, in the year eighteen hundred and fifty-nine, appears before me John Brobst, of said county, who, before me, has signed the aforegoing declaration or statement, and makes oath that all that he has set forth in the said declaration and statement is true as there stated.

THOMAS PERRY.

123 STATE OF MARYLAND, *Allegany County, to wit:*

I, Horace Resley, clerk of the circuit court for Allegany County aforesaid, do hereby certify that the Honorable Thomas Perry, who has signed the aforegoing certificate of the taking by John Brobst, before him, of the oath in the said certificate mentioned, was at the time judge of the said circuit court and of the fourth judicial circuit of the State of Maryland.

In testimony whereof, I have to set my hand and the seal of said court (my [SEAL.] seal of office) this 7th day of April, in the year eighteen hundred and fifty-nine.

H. RESLEY, *Clerk.*

124 Afterwards, to wit, on the first day of February, anno Domini one thousand eight hundred and sixty, interrogatories and cross-interrogatories having been filed, a commission to Cumberland, Maryland, is issued.

And afterwards, to wit, on the fifteenth day of August, in the year last above mentioned, the commission to Cumberland, Maryland, with the depositions thereunto attached, is presented, which commission, being read and filed, is in the words and of the tenor following, to wit:

We, the subscribers, commissioners named in the annexed commission issued out of the circuit court for the United States in and for the eastern district of Pennsylvania, in the third circuit, and empowering us to examine evidence in a cause depending in said court between John Brobst, plaintiff, and William Brobst and others, defendants, do hereby certify that in
125 pursuance of the powers vested in us under said commission and in execution of the same, we did, on this 26th day of April, 1860, at the office of Thomas I. McKaig, in Cumberland, Allegany County, Maryland, proceed to take the following depositions, to wit:

Alexander Capp, a witness of lawful age, being by us duly sworn on the Holy Evangely of Almighty God, did depose and say, in answer to the interrogatories sent to us with the said commission, and which are herewith returned, as follows, viz:

To the 1st interrogatory: I have known John Brobst for more than a year, and I have a partial acquaintance with William Brobst and William Elliott, but I do not know James Russell, Richard Fox, or B. G. Peters.

To the 2d interrogatory: Mr. John Brobst is easily persuaded to do
126 things which he would not do if he was not confused, and I think when *when* he is not confused he is competent to do business. His mind is naturally strong and active, but he is not of a suspicious nature. He can easily be imposed upon. He is about eighty years of age.

To the 3d interrogatory: I was present at a meeting between complainant and defendant William Elliott. It was at the house of John Brobst, in Allegany County, Maryland, on the 18th April, 1859. Mr. Albert A Rizer, Mr. Elliott, Mr. Brobst, Mr. Everett, Mr. Gross, (who I understand lives in Harrisburg,) Mr. Riffert, Mr. Elihu Pedrick, myself were present. The meeting was in relation to a deed made by John Brobst to William Brobst. William Brobst was not present, but he was represented by Elihu Pedrick, Mr. Gross, and Mr. Everett. When I got there Pedrick commenced reading some depositions concerning the deed (and which had been
127 taken in Philadelphia) detailing conversations which had taken place in Philadelphia between John Brobst and other parties concerning said deed. Whilst he was reading I found Mr John Brobst was a good deal agitated, and Mr. Pedrick would ask him, whilst reading, "Was not that so?" To which Mr. John Brobst would give assent. Mr. Pedrick continued to read the depositions, (for there were several of them,) and during the reading he asked Mr. Brobst to take a drink of some liquor, which he (Pedrick) had with him, saying it would strengthen him, which Mr. Brobst did. After he finished reading the depositions and had some conversation with Mr. John Brobst concerning the matter he wanted him to give them something in writing, by which to confirm the said deed, which Mr. Brobst at first would not agree to, and said he had an agent and had given everything over into his hands, and he could do nothing unless his agent was willing.
128 Mr. John Brobst then consented that Pedrick and the others, or some of them, should write a letter for him to his agent concerning the matter, to be sent by mail, which was then done. Pedrick wrote the letter and Mr. John Brobst signed it. It was addressed to Elias Snively, Kneedysville, Washington County, Maryland. This letter stated that he, John Brobst, was willing to carry into effect the deed, provided he, Snively, agreed to it. After he had written the letter Pedrick, on the same sheet of paper, wrote a certificate as setting forth the original contract between John Brobst and William Brobst, which was then presented to John Brobst to sign, and he did sign it, and witness signed it as a witness to the signature. After it was signed witness, supposing that John Brobst did not understand it, commenced reading it over to him, and he, John Brobst, said that it was
129 not correct, and that there was no such contract as there recited, and he took it out of my hands. I then agreed with John Brobst that I would take the letter and go along with Mr. Pedrick to Mr. Snively, in Washington County, and deliver it to him, which I did. Immediately after the letter and certificate, as above stated, was signed Pedrick put the same into an envelope and put it into his pocket. Mr. Brobst asked to see it again. Pedrick then handed it over to Elliott, who at first refused to give it up, but finally, on the interference of Mr. A. A. Rizer, Mr Elliott handed it back to Brobst, who then handed it to me, and I commenced reading it to him, when, as previously stated, he interrupted me by saying it was not correct, and took it out of my hands. It was after this had occurred that I agreed to accompany Mr. Pedrick and deliver the letter to Mr. Snively, who was to act as agent for Mr. Brobst in reference to the matter and was to protect his
130 (Brobst's) interest. Before leaving the house Mr. Pedrick and Mr. Elliott requested me to count five hundred dollars in gold, which they wished to tender to Mr. John Brobst on the original bargain. I counted it

over. They offered it to him to confirm the bargain, as they said, but he refused to receive it.

To the 4th interrogatory: After the above meeting I went to the house of Elias Snively in Washington County, Md., in company with Pedrick, Elliott, and Gross. It was on the evening of the next day after the meeting at the house of complainant. The distance from the residence of complainant to that of said Snively is about 150 miles. Said Snively was the agent and attorney of said complainant.

To the 5th interrogatory: When I went to Snively's house in company with the parties above stated, Snively himself was not at the house.
131 We sent for him and he came in. I took him aside and told him what had taken place, what was wanted, and delivered him the letter. Snively said he could do nothing in the case as to the proposition made in the letter, and said the matter had gone too far to do anything, and he refused to do anything or to make any arrangements.

To the 6th interrogatory: I think I have answered everything that I know or now think of.

To the 1st cross-interrogatory: I believe John Brobst has been a man of business, and he has told me that he was frequently elected a commissioner for Allegany County some years ago. As to the other matters inquired about in this cross-interrogatory I know nothing.

To the 2nd cross-interrogatory: I have already stated the names
132 of all persons present at that meeting so far as I recollect them. Mr. John Brobst admitted that the contract with William Brobst was as stated in this cross-interrogatory.

To the 3d cross-interrogatory: This interrogatory has already been answered as fully as I am able to answer the same in my answer to the third interrogatory in chief.

To the 4th cross-interrogatory: Mr. John Brobst admitted that the judgment had been paid off by Wm. Brobst, and that he had received the twenty-five dollars, and the five hundred was tendered as above stated.

To the 5th cross-interrogatory: I have already stated in answer to the third interrogatory in chief all that I know about the matters enquired of in this interrogatory. But as a more full explanation I herewith file, as part of my answer, a true copy, marked "A," of the letter and certificate signed under the circumstances mentioned in my testimony in chief, and de-
133 livered by me to Snively, as previously stated.

To the 6th cross-interrogatory: I do not remember that on the occasion referred to he said anything about the terms of his contract with Mr. Snively as his agent. Previous to this he had told me what contract he had made with Snively, but I don't think anything was said about it at this time. He had previously told me that he was to give Snively one half of what was received, and that he had given a power of attorney to Snively to this effect.

To the 7th cross-interrogatory: When I went to Snively with the others, as stated in my testimony in chief, I gave him Brobst's letter and the certificate or memorandum of agreement on the back of it. He said John Brobst had no power over it; that he had placed everything in his (Snively's) hands, and that he (Snively) had filed the bill in equity.
134 All else that occurred is fully stated in my answer to the third interrogatory in chief

To the 8th interrogatory: I have already answered this cross-interrogatory as fully and particularly as it is possible for me to answer in my previous testimony, except that the original of said letter and said memorandum of agreement or certificate (which was on the back of the letter) was by me delivered, as before stated, to Elias Snively, and I have never seen it since.

I understand that the original is now in the possession of Moses Rawlings, of this county.

To the 9th cross-interrogatory: I have stated everything material that I now remember concerning the matter.

ALEXANDER CUPP.

135 Albert A. Rizer, a witness of lawful age, being duly sworn by us on the Holy Evangely of Almighty God, and examined to interrogatories sent to us with the said commission and herewith returned, deposes and says as follows, to wit:

To the first interrogatory: I have known the complainant John Brobst for about twenty years. I can't say that I know any of the other defendants, except that on one occasion I saw Mr. Elliott at the house of John Brobst.

To the 2nd interrogatory: I think his mind is sound, but he is easily excited and can be influenced. He is naturally of a strong mind, particularly for his age, and he is not of a suspicious nature. He is easily imposed upon when his confidence is given. His age is about eighty years.

To the 3rd interrogatory: I was present at the house of John Brobst on 18th April, 1859, at a meeting where Elliott was present, but I
136 cannot state all that occurred, as I was not present all the time. John Brobst, Mr. Cupp, myself, Mr. Elliott, and some other gentlemen who were unknown to me were present. The conversation that I heard between them was in reference to a deed that John Brobst had some time previously made to Wm. Brobst. Mr. Cupp was not present at the commencement of the conversation, but came in some time afterwards. The first that I heard or noticed was some of the parties trying to persuade Mr. John Brobst to receive five hundred dollars in gold, which Mr. Brobst refused to do. I was not in the room at this time with them, but was in an adjoining room, and could hear the conversation. They would say, "Now, Uncle Johnny, take this; if you don't take our proposal it will be kept in law perhaps for a long time, and you never will get a cent." This was about the substance of what they said. I then went out to prepare my horses to take Elliott and his party back to the depot, which they had engaged me to do.
137 When I returned to the house they were coming out, and Mr. Brobst following them, insisting that they should return him (Brobst) a certain letter which he (Brobst) said he wanted me to take to the post office. Elliott said that one whom they called the doctor had the letter. I then spoke up to Elliott, and said, "No, you have it." I did this because I saw him put it in his pocket when I came up. He then said it was his property, and he would not give it up. The one called the "doctor" then put his carpet sack in the wagon and wanted to start. Mr. Brobst then took the man (Elliott) who had the letter by the coat-collar, and told *and to'd* him he must give back the letter, but Elliott said he would not do it, and tried to get to the wagon so as to start. Brobst then called for help to get his letter, and I then stepped up and told the man that he must give the letter up, or walk over my body. The one called the doctor then came back, and said
138 they would give him a copy of the letter. They then all went into the house and agreed to give the letter up to Brobst if he (Brobst) would give them a copy, which Brobst agreed to do. They then proposed that I should read it to the old man, (Brobst,) and see what was in it, but I declined, and asked Mr. Cupp to read it, which he commenced to do, and when he came down to the part as to the contract Mr. Brobst said that was not the contract; that it was to be written as a letter, and sent to his agent, Snively, and was not to be written as a contract at all, and was to be sent by me to the post office for Snively. Elliott and the others then proposed

that Mr. Cupp should accompany them and deliver the letter to Snively in person, as they said they did not wish to be detained. They and Cupp then left and went with me in my wagon to the railroad depot so as to take the train of cars. This is about the substance of what took place in my presence.

139 To the 4th interrogatory: I did not go to Snively's at all.

To the 5th interrogatory: I made no such visit.

To the 6th interrogatory: I have stated all that I now remember.

To the 1st cross-interrogatory: John Brobst has been a man of business. I know nothing of my own knowledge about his building or carrying on iron works, but have heard him say that he formerly carried on the Bear Creek furnace in this county. This, however, was more than thirty years ago. I know nothing about his being a contractor, but I do know that he was several times elected a county commissioner; I can't say how often. The last time he was elected was some ten or fifteen years ago.

140 To the 2nd cross-interrogatory: I have stated the names of all those present that I knew, but, as before stated, there were several present whose names I did not know. The parties named in this cross-interrogatory may have been those present whose names were unknown to me. I heard no other conversation between them further than I stated in my answer to the third interrogatory, but as before stated I was not present all the time.

To the 3rd cross interrogatory: I did not see Brobst sign nor Cupp witness any paper. I was not in the house when this occurred. My answer in chief states all that I know about the matter.

To the 4th cross interrogatory: I know nothing and heard nothing about the payment of a judgment or of twenty-five dollars. All that I know about any tender of five hundred dollars being made is what I overheard as previously stated in my testimony in chief.

141 To the 5th cross-interrogatory: I was not present when any such request was made by John Brobst; and was not present when any such letter was signed. I heard, as previously stated, part of a letter read that Brobst had signed, but I do not remember its particular purport.

To the 6th cross-interrogatory: I did not hear him say anything about it at that time; but previously to that time I heard him say that Snively was to have one half of all that was recovered, and was to be at all the expense of carrying on the suit, and was in the mean time to furnish him with provisions to keep him along until he got money.

To the 7th cross-interrogatory: As before stated I did not go to Snively's house, and therefore can't answer this question.

The 8th cross-interrogatory not propounded to this witness.

To the 9th cross-interrogatory: I have stated everything material that I remember.

ALBERT A. RIZER.

142 Judge Thomas Perry, also a witness produced before us, being duly sworn on the Holy Evangely of Almighty God, and examined to interrogatories sent to us with the said commission and herewith returned, deposes and says as follows, to wit:

To the 1st interrogatory: I know John Brobst who resides in Allegany County, Maryland, and have known him for many years I know a gentleman who represented himself as being William Brobst, and to whom a deed was made by John Brobst, which was acknowledged before me. I saw John Brobst and William Brobst at the residence of said John Brobst, in Allegany County, Maryland, about the 20th August, 1858.

To the 2nd interrogatory: In the month of August, 1858, John Brobst and his wife executed and acknowledged before me as judge of the circuit court for Allegany County, (being the fourth judicial district of Maryland,) a deed to William Brobst for certain lands in Pennsylvania. The deed was
143 acknowledged at the house of said John Brobst, and at the time of its acknowledgment I heard a conversation that then took place between said John Brobst and William Brobst. William Brobst stated that he was a relative of John Brobst, and that one of his relatives, who was then deceased, had many years since obtained a judgment against him (John Brobst) for a sum which with interest exceeded fifty thousand dollars, that the judgment had been kept alive, and execution at any time be issued and levied on any land owned by John Brobst, in Pennsylvania, which would then be sold. The old man (John Brobst) then stated that he executed the deed because he was assured by him (William Brobst) that the land described in the deed, (and which had been prepared by George A. Pearie, esq.,) was not worth the amount of the judgment, and he therefore wished to save the family the expense of a sale under execution. William Brobst said this was the fact, and he could issue an execution at any time, but as the deed
144 was made it would accomplish all he wanted. The old man (John Brobst) then said, "As you say the land is worth less than the judgment, it is right you should get it, as I want to do the honest thing." After we left the house of John Brobst, William Brobst and myself had a conversation. I stated to him he ought to make a present to the old gentleman, who had confided in his representations, and that as he paid him nothing for the deed, and had been saved much cost and expense which would have attended a judicial sale, he ought to feel under obligations and assist him. He replied that it was a very kind act, and as it had cost him nothing but the expense of his trip and the fee paid to Mr. Pearie, he would make him a present. My recollection is that he said he would send him from Philadelphia about one hundred and fifty dollars. During the visit to the house of John Brobst for the purpose of taking the acknowledgment of the deed, I was absent part of the time fishing; and I had no conversation on the
145 subject of the deed until I returned from fishing. When I returned I asked the parties, John Brobst and William Brobst, if they had come to an understanding about the execution of the deed, and they both said they had. The deed was then read, and was signed and acknowledged by John Brobst and his wife. The conversation previously stated by me as having occurred in my presence between John and William Brobst took place at the same time before we left the house. No one was present at the time of the execution and acknowledgment of said deed except John Brobst and his wife, William Brobst, George A. Pearre, and myself. The acknowledgment of the wife was taken out of the presence of her husband. There never was but the one deed executed before me from John Brobst to William Brobst.

To the 3rd interrogatory: I have no doubt the paper now shown me, marked "J. B.," is a copy of the deed executed and acknowledged by
146 John Brobst and his wife before me. I have no distinct recollection whether I signed it as attesting witness or not, but probably I did do so, particularly as such is my habit where deeds are acknowledged before me. The deed of which I speak is the same deed referred to in my answer to the second interrogatory, and all I remember about it has been fully stated in said answer.

To the fourth interrogatory: I have answered this interrogatory as fully as I am able to answer it in my answer to the second interrogatory. All that I can say in addition is that I saw and knew of no money being paid or consideration given for it, except such as might be implied from what I have stated, viz: the old judgments.

To the 5th interrogatory: The deed was executed at the residence of said John Brobst. I was induced to go there by George A. Pearre, esq., a member of the Allegany County bar, in order to take said acknowledg-
147 ment, and I complied with his request as a personal favor to him, inasmuch as Mr. Brobst was a very aged person and unable to travel conveniently. I reside in Cumberland, Maryland, about 45 miles distant from Mr. Brobst's residence.

To the 6th interrogatory: John Brobst is an old man, but I do not know his exact age. I never regarded him as a man of strong mind. He has always been esteemed by me as one who could be easily influenced. When the deed was acknowledged before me I regretted that he so willingly listened to the statements of the party desiring the deed, and expressed a wish, out of his presence, that he would refuse to acknowledge the deed, until he made further inquiry respecting his rights.

To the 7th interrogatory: I do not now think of anything further, except that I do not think Mr. Pearre was present at the conversation I have detailed.

148 To the 1st cross-interrogatory: I have never regarded John Brobst as a business man, but, as before stated, have always regarded him as one easily influenced. I have heard that some thirty-five or forty years ago he did carry on an iron works in the western part of this county in connection with a gentleman of the name of Van Bibber, but the concern failed. He has certainly been engaged in no such business for the last thirty years. I am not aware of his ever having been engaged as a contractor to supply anything to workmen on the Baltimore and Ohio railroad. Many years ago he was elected a county commissioner from one of the election precincts in this county, but I cannot say how often he was so elected. I am satisfied, however, he was elected more than once. But, as before stated, this was many years ago.

To the 2nd cross-interrogatory. I think I have stated everything that I know about the subject-matter.

149 George A. Pearre, being also sworn by us and examined, to interrogatories and cross-interrogatories sent to us with said commission, deposes and says as follows:

To the 1st interrogatory: I have known John Brobst for about twenty years. I know a man calling himself William Brobst, and knew him since August, 1858. I know none of the other defendants.

To the 2nd interrogatory: I know of the execution, acknowledgment, and delivery of a deed by John Brobst and wife to William Brobst on or about the 20th day of August, 1858, of lands lying in three counties in Pennsylvania. The deed was acknowledged before the Hon. Thomas Perry, and it was acknowledged on the day of the said deed. John Brobst and wife, William Brobst, Thomas Perry, and myself were present at the execution and acknowledgment of said deed, and no one else, and I know of the
150 execution of no other deed to any party or parties by said Brobst and wife.

To the 3rd interrogatory: I look at the paper now shown me, marked "J. B," and am satisfied that the same is a copy of a deed drawn by me at the request of Wm. Brobst, on the 19th August, 1858, and executed and acknowledged on the following day by John Brobst and wife before the Hon. Thomas Perry and in my presence and mentioned by me in answer to the 2nd interrogatory. I did witness such a deed as attesting witness. The acknowledgment was taken by the Hon. Thos. Perry in my presence, and said deed is the same referred to in the last interrogatory.

To the 4th interrogatory: William Brobst called on me at my office, in Cumberland, and got me to draw a deed to be executed by John Brobst and

wife to him for lands in Pennsylvania. The description of the land
151 was put into the deed drawn by me from a paper handed to me by William Brobst; and at my request, made at the instance of William Brobst, Judge Perry consented to go with us, on the next day, to John Brobst's house, some 45 or 50 miles from Cumberland, to take the acknowledgment. I enquired into the consideration to be inserted in the deed, and William Brobst said that a grandfather or uncle of his had in Pennsylvania a very heavy judgment against John Brobst; that he (William Brobst) was the administrator de bonis non of the party in whose favor the judgment had been rendered, and that the judgment had been kept alive and was a valid judgment at that time. I asked him if he had a copy of the judgment, and said that I would recite it in the deed and state the release of the judgment as the consideration for the deed, and proposed to draw a release of the judgment to be executed by William Brobst and given to John Brobst when he (John) executed the deed. He (William Brobst) said that he had not
152 either a copy or memorandum of the judgment with him, and did not think it was necessary to set it out in the deed, but said he supposed it would be as well to insert a money consideration, that he could explain the matter to John Brobst, who, knowing of the existence of the judgment, would be satisfied with the explanation he could give. I then suggested that though the old man was poor, and a judgment of a large amount such as he represented it to be, over $50,000 00, could not be made from his property, yet he might desire a release of the judgment, and then suggested that I would draw a release in general terms, which would certainly cover the judgment, as he (William) could describe it without having any copy or memorandum. He replied this would be trouble for nothing, and said it would be as well to insert a money consideration, and suggested $50,000 00, saying that the judgment would now amount to more than that sum,
153 and accordingly I inserted in the deed the sum of $50,000 00 as the consideration. After William Brobst, Judge Perry, and myself arrived at John Brobst's house, on 20th August, 1858, and I introduced William Brobst to John Brobst and we talked awhile, Judge Perry and myself left the house and went off fishing for trout, for which we had prepared ourselves before we left Cumberland, and which sport Judge Perry being fond of, I held out to him at Cumberland as an inducement to go with us. During our absence William Brobst remained at John Brobst's house, and I distinctly remember saying, as the judge and myself were about to start, in the presence of and to both John and William Brobst, that Mr. William Brobst had some business matters with John Brobst which they could talk over during our absence. I left the deed with them. When we returned from fishing I went out to the stable to see about the feeding of our
154 horses (which we had ridden over from the railroad, a few miles off) leaving Judge Perry with John and William Brobst on the porch of the house. I was absent a short time, and soon dinner was ready, and after dinner, whilst we were all sitting on the porch, the judge asked whether they had come to an understanding as to the execution of the deed. They both said they had. The judge then suggested that the deed should be read before execution. Mrs. Brobst was then either present or was called to the porch, and I then read the entire deed, and then John Brobst and his wife executed and acknowledged the deed before Judge Perry, the wife doing it out of the presence of her husband, the judge having requested him to leave while she did so. No consideration was given or paid at the time of the execution and acknowledgment of said deed, or at any other time, to my knowledge.

155 To the 5th interrogatory: I was present at the execution of the deed spoken of for the reason that finding, as I supposed, the law of

Pennsylvania to be that it should be acknowledged before a judge, at the request of William Brobst I urged Judge Perry to accompany us to the residence of John Brobst, and, as an inducement to him to go, promised to go myself and said to him we could have some fishing during the day. When I told William Brobst that it would be necessary to have the deed acknowledged before a judge, and that John Brobst being old and feeble, it would be difficult to get him and his wife to come to Cumberland, and that the only plan would be to take the judge to his residence, he urged me to use my endeavors to prevail upon him to go, which I did. I reside in Cumberland. John Brobst's dwelling is from 45 to 50 miles from Cumberland.

To the 6th interrogatory: John Brobst is an old man I have known
156 for twenty years. He was an old man when I first knew him. I suppose him to be between 75 and 80 years old. He must have been when young a powerful man. I have seen very little of him for the last 12 or 15 years, though for the years previous up to 20 years back I saw a good deal of him. He was then a man of limited education, but, as I thought, of strong natural intellect. I did not consider him a man very circumspect or watchful of his rights; he was certainly not suspicious, but, on the contrary, I think he was a confiding man. I did not hear what representations William Brobst made to John Brobst as to the consideration for his executing said deed; if any such were made, it was whilst I was not present; but as John Brobst required no release of the judgment to be given him, it would of course follow that if William Brobst told him what was the consideration of the deed, as he told me he would, that he confided in William's representations, or it may be he was not very particular, as he had very little,
157 to satisfy such a judgment.

To the 1st cross-interrogatory: I have heard, though it is not in my personal knowledge, that before I came to this county to reside, which was in 1839, John Brobst did carry on iron works in this county, and failed at it. I have no knowledge of his being a contractor for supplying beef on the railroad. I do know that he was several times elected one of the tax commissioners for this county, and that he served in that capacity for some years.

To the 2nd cross-interrogatory: I think of nothing to answer to this cross-interrogatory.

There being no other witnesses to be examined, and no further time being required for the production of other witnesses, we, the undersigned, closed the said testimony, and we herewith return the said testimony, so taken by us, together with the said commission and the interrogatories and
158 cross-interrogatories and exhibits and papers sent us therewith.

Witness our hands and seals.

THOMAS J. McKAIG, [SEAL.]
THOMAS DEVECMON, [SEAL.]
Commissioners.

Commissioners' fees, $20 00. Paid by E. Snively.

A.

159 This is the paper referred to in testimony of Mr. Cupp, in answer to the 5th cross-interrogatory:

GREEN GLADE, *Alleghany Co., Maryland, April 18th*, 1859.

Elias Snively, esq.:

D. SIR: Arrived, I hand you a statement of the original contract which was entered into between myself and William Brobst, who I conveyed him the lands, on the 20th of August, A. D. 1858. I am now willing (or agreed)

to consumate and carry out the same, provided I have the right and privilege to receive by process of law all the rents, assets, and profits of the said property previous to my making the deed to the said William Brobst; and if you are satisfied, act under the agreement, as aforesaid. You have hereby my consent to receive the five hundred dollars, and gave a re-
160 ceipt for me and send me the money. If the above does not meet with your approbation, do nothing in the case.

JOHN BROBST.

(Copy.)

GREEN GLADE, *Alleghany County, Maryland, April 18th*, 1859

This is to certify that the original bargain and contract between myself and William Brobst was that he was to pay off a judgement and execution which was against me in Alleghany Co., State of Maryland, for about the sum of one hundred and thirty dollars. This he has done. He then gave me twenty-five dollars in cash; he then was to gave me the sum of five hundred dollars in cash in the month of March, A. D. 1859; and then he promised to gave me when he, or others under him, should receive the lands by process of law or otherwise, that a clear and undisputable title to said lands mentioned in the deed of conveyance from John Brobst and wife to William Brobst, dated and executed the twelfth day of August, A.
161 D. eighteen hundred and fifty-eight, one undivided eighth part of all lands so received, and a clear title obtained by him, or others acting under him. All this above he to be in consideration of and payment for the deed of conveyance which I and my wife made to William Brobst, dated and executed and aforesaid.

Witness my hand and seal this eighteenth day of April, A. D. eighteen hundred and fifty-nine.

JOHN BROBST. [SEAL.]

Signed, sealed, delivered in the hands of us.
ALEX'R CUPP.

(Copy.)

162 In the circuit court of the United States in and for the eastern district of Pennsylvania, in the third circuit of October session, 1858, No. 36.

JOHN BROBST, a citizen of the State of Maryland,
vs.
WILLIAM BROBST, JAMES RUSSELL, WILLIAM ELLIOTT, Benjamin G. Peters, and Richard Fox, citizens of the State of Pennsylvania. } In equity.

The President of the United States to Thomas Devicmon, esquire, and Thomas J. McKaig, esquire, both of Cumberland, Maryland:

Know ye that, in confidence of your prudence and integrity, we have given unto you, and by these presents do give unto you, full power and authority, in pursuance of a rule lately made in the circuit court of the United States in and for the eastern district of Pennsylvania, in the third circuit, in a certain suit in equity therein depending, wherein the said John Brobst is complainant and William Brobst, James Russell, William Elliott, Benj'n G. Peters, and Richard Fox are defendants, to call before you, at a certain day and place by you for that purpose to be appointed, all and every person and persons who may be named to you by the said complainant as witnesses in the said action, and then and there to examine them, on their respective oath or affirmation, on certain interrogatories hereunto annexed touching

the premises, and to reduce their testimony to writing; and when you shall have so done you are to send the same to the said circuit court, closed up, and under your seals plainly and distinctly set, together with this writ.

Witness the Honorable Roger B. Taney, chief justice of the Supreme Court of the United States, at Philadelphia, this first day of February, A. D. 1860, and in the eighty-fourth year of the independence of the said United States.

[SEAL C. C. U. S.] J. BURCHARD, *pro Clerk of Circuit Court.*

163 In the circuit court of the United States for the eastern district of Pennsylvania.

JOHN BROBST
vs.
WILLIAM BROBST, WILLIAM ELLIOTT, JAMES RUSSELL, Richard Fox, and Benjamin G. Peters. } In equity.

Interrogatories for Judge Thomas Perry and G. A. Pearre, counsellor-at-law, of Cumberland, Maryland, witnesses produced on part of the complainant.

First. Do you know John Brobst, the complainant? and if yea, how long have you known him? Do you know the defendant William Brobst and the other defendants, or any of them, and how long, if yea, have you known such defendant or defendants?

Second. Do you or do you not know of the execution and acknowledgment, or either, of any deed from John Brobst and his wife of lands in Pennsylvania? and if yea, when and to whom was such deed executed, and before whom, and when acknowledged? Who were present at such
164 execution and acknowledgment, respectively? Do you know of the execution and acknowledging, or either, of more than one such deed to any party or parties, or of any other deed whatsoever from John Brobst and wife?

Third. Look at the paper now shown to you, marked "J. B.," purporting to be a copy of a deed from John Brobst and his wife, Mary Ann, to William Brobst, and witnessed by Thomas Perry and George A. Pearre. Have you any knowledge of any deed of which said writing may be a copy, and what do you know, and did you or did you not witness the execution of such deed and sign as attending witness, and did you or did you not, either of you, take the acknowledgment of such deed? Has or has not any such deed any relation to or connection with—and if so, what—any answer of yours to the last above-written interrogatory?

Fourth. If in answer to the above second or third interrogatories you speak of the executing and acknowledging by John Brobst and Mary
165 Ann, his wife, of any deed of lands in Pennsylvania, what took place in the way of representations or declarations of any parties to the deed as to motive for having the deed made, or inducement or consideration for making it, and value of the property or otherwise, if any such representations and declarations did take place? Was any consideration given at the executing or acknowledging of such deed for such deed? and if so, what, or at any other time?

Fifth. If you testify as to any deed as indicated in the second and third interrogatories, how did you happen to be present at the executing thereof? Where do you reside, and how far from your place of residence, if not there, does said John Brobst reside? State all circumstances in relation to your attending said execution and acknowledgment. Did you or did you not repair to said John Brobst's residence on the occasion, or where did said execution and acknowledgment take place?

Sixth. Is said John Brobst old or young or otherwise? What is
166 his age, as you know or believe? Is he or is he not a man of strong mind, circumspect and cautious, and watchful or suspicious as to his interest or his rights, or what, as to all such qualities, is his mind or disposition, and how, in any such respects, did he conduct or exhibit himself at any execution and acknowledgment of a deed, as aforesaid, if you shall testify of any such execution and acknowledgment?

Seventh. Do you know anything further material for the complainant in this cause? If yea, state it.

CHARLES F. MAYER, *Sol'r for Compl't.*

1860, February first. A true copy from the record.

J. BURCHARD, *pro Cl'k Cir't Co't.*

If the original of the deed purported in the writing marked J. B., exhibited with the third foregoing interrogatory, be produced at the examination, then, in place of the said third interrogatory, the complainant in the same order propounds the following interrogatory:

167 Third. Look at the paper now shown to you, purporting to be a deed to William Brobst and Mary Ann, his wife. Do you know or not anything of said paper, and what, if anything? Do you know who are the witnesses to said deed, and did or did not the persons purporting to be witnesses attest the deed as such, and before whom was the acknowledgment of the deed made? Has or has not the said paper or deed any connexion with or relation to, and what, any of the matters that you may have answered to the above second interrogatory?

WM. L. HIRST.
CHARLES F. MAYER.

THOS. DEVICMON, Esq.,
Commissioner for complainant, Cumberland, Maryland.

1860, February 1. A true copy from the record.

J. BURCHARD, *pro Cl'k Cir't Ct.*

168 In the circuit court of the U. S for the eastern district of Pa., Ap'l sess., 1859, No. 36.

JOHN BROBST
vs.
WILLIAM BROBST, WILLIAM ELLIOTT, JAMES RUSSELL, Richard FOX, and Benjamin G. Peters. } In equity.

Cross-interrogatories to be exhibited to Judge Thomas Perry and G. A. Pearie, counsellor-at-law, of Cumberland, Maryland, witnesses to be produced, sworn or affirmed, and examined on the part of the complainant under the commission in said suit.

Cross-interrogatory first. If you answer the complainant's sixth interrogatory, state whether John *John* Brobst, the complainant, was and has not been a man of business, and whether he has not built and carried on iron works in Maryland; and whether he has not been a contractor to supply workmen on the Baltimore and Ohio railroad with beef and provisions; and whether he has not been repeatedly elected as a commissioner of
169 Allegheny County, State of Maryland. And if so, how often had he been elected? State your knowledge fully upon the subject of this cross-interrogatory.

Cross-interrogatory second. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to *to* the respondents in this cause, or any of them? If yea, set forth the same fully and at large in your answer, to the extent of your knowledge.

GARRICK MALLERY,
Solicitor for Respondents.

THOMAS J. MCKAIG, Esq.,
Commissioner for Respondents, Cumberland, Maryland.

1860, February 1. A true copy from the record.

J. BURCHARD,
pro Clk Circt Crt.

170 In the circuit court of the United States for the eastern district of Pennsylvania.

JOHN BROBST
vs
WILLIAM BROBST, WILLIAM ELLIOTT, JAMES RUSSELL, Richard Fox, Benjamin G. Peters. } In equity.

Interrogatories under a commission to Maryland, to be propounded to Alexander Cupp and Albert A. Rizer, of Alleghany County, Maryland, witnesses produced on part of complainant.

First. Do you know the complainant and the defendants Elliott, and any of the other defendants, or any of them? If yea, how long have you known them?

Second. What is the character of mind and disposition, especially in matter of business, of the complainant? Is he, or is he not, of strong and active mind, and suspicious or cautious nature, and is he, or is he not, difficult or easy to be persuaded or imposed on in matters of contract or business?

171 What is his age, as you know or estimate it?

Third. Were you, or were you not, ever present at any meeting between complainant and defendant Elliott, and where and when was it, if it took place, and who were present? What was the meeting, or any conversation (if any) at it, about; and what took place? Was or was not William Brobst, the defendant, there, or was or was not any one there in his behalf, or representing him or any interests of his? And if yea, who was it, and what were such interests of his.

Fourth. Did you or did you not, after any such meeting as above interrogated to, if any such took place, go to Elias Snively's dwelling? and if so, with whom, if with any one, and when, if so, did you go? Where did Snively then live, and how far from the complainant's dwelling? What connexion, if any, had Snively with said John Brobst, or any of John Brobst's interests?

Fifth. If you made any such visits as the last interrogatory en-
172 quired about, did you see and meet with Snively, and who were present, if any were or was besides you? and what was then said or done, if anything?

Sixth. Do you know any further material for the complainant in this cause? If yea state it.

W. L. HIRST,
CHARLES F. MAYER,
Solicitors for Complainant.

THOMAS DENICMON, Esq.,
Commissioner for complainant, Cumberland, Maryland.

Enter rule for commission to Cumberland, Alleghany County, Maryland, on fifteen days' notice to the respondents or their attorneys.

W. L. HIRST,
Solicitor for Complainant.

Dec. 19, 1859.

1860, February 1. A true copy from the record.

J. BURCHARD,
pro Cl'k Circ't C'rt.

In the circuit court of the U. S. for the E. dist. of Pa., Ap. sess., '59, No. 36.

JOHN BROBST
vs.
WILLIAM BROBST, WILLIAM ELLIOTT, JAMES RUSSELL, Richard Fox, and Benjamin Peters. } In equity.

Cross-interrogatories to be exhibited to Alexander Cupp and Albert A. Rizer, of Allegheny County, Maryland, witnesses to be produced, sworn or affirmed, and examined on the part of the complainant, under the commission to Maryland in said suit.

Cross-interrogatory first. If you answer the complainant's second interrogatory, state whether John Brobst, the complainant, was and has not been a man of business; and whether he has not built and carried on iron works in Maryland; and whether he has not been a contractor to supply workmen on the Baltimore and Ohio railroad with beef and provisions; and whether he has not been repeatedly elected a commissioner of Allegheny County, State of Maryland. And if so, how often has he been elected? State your knowledge fully upon the subject of the cross-interrogatory.

174 Cross-interrogatory second. If you answer the complainant's third interrogatory, that you were present at a meeting between complainant and the defendant Elliott and others, state the name of all the parties who were present beside William Elliott. Were not Elihu Pedrick, Charles Everett, Valentine Riffert, and Jacob Gross, all present with yourself and John Brobst, at the time referred to in said interrogatory? State fully and particularly whether the contract made by John Brobst and William Brobst, for the purchase of the land of John Brobst in Pennsylvania, and conveyed by the deed of John Brobst and wife to William Brobst, dated August 20th, 1858, was not stated fully by the said John Brobst. Did not the said John Brobst state that the original agreement between him and William Brobst, for the sale and purchase of the land referred to, was that the complainant conveyed all his interest in the lands described in said deed to William Brobst, for the consideration that the said William Brobst agreed to

175 pay and satisfy a certain judgment and execution in the county of Alleghany and State of Maryland, against the complainant, of about one hundred and sixty dollars, and also to pay the complainant twenty-five dollars in cash, and should also pay the further sum of five hundred dollars in cash in the month of March and April, A. D. 1859, and also, that if he, the said William, or those for him should procure or obtain by process of law, or otherwise, a clear title to the land which complainant and wife had conveyed to said William as aforesaid, he, the said William, should then reconvey to complainant the one undivided eighth part of the land which should be so recovered, and that complainant should have the privilege of recovering all the back rents, issues, and profits of the said land previous to the date of the said deed to the said William? If the foregoing was not the contract as stated by the complainant, what was the contract so stated?

176 Cross-interrogatory third. Was not the statement of the original agreement between complainant and William Brobst, referred to in the

foregoing cross-interrogatory, reduced to writing at the time of the meeting referred to in the same, and was it not read to comp'ainant? and was not the said written statement signed by complainant, and was not the same witnessed by Alexander Cupp? and was not the same delivered to said Cupp after it had been signed and witnessed?

Cross-interrogatory fourth. Did not the complainant, on the occasion enquired of above, admit and state that the said William Brobst had paid and satisfied the above-mentioned judgment of one hundred and sixty dollars, and had also paid the before-mentioned twenty-five dollars? And was not there then tendered to complainant on behalf of William Brobst, by Jacob Gross, the sum of five hundred dollars in gold?

177 Cross-interrogatory fifth. Did not the complainant at the said time request a letter to be written from him to Elias Snively as his agent, in substance that if the said agent approved of it he should accept of the said five hundred dollars on account of the original contract with the said William Brobst, and send the money to him, as William had come and fulfilled the contract with him, which he did not wish to deny, and should withdraw the bill in equity filed in this case? If that was not the substance, what was it? Did not the complainant sign a letter to said Snively? and what was the purport of said letter?

Cross-interrogatory sixth. Did not the complainant on the occasion above enquired of state that after he had made the contract with William Brobst, and executed and delivered the deed to him, he had made a contract with Elias Snively to give him the one half of all the land that he should

178 recover, and that he had given him a power of attorney to carry out said agreement? What did he say on this subject?

Cross-interrogatory seventh. If you answer that you did go to Elias Snively as enquired of in complainant's fourth interrogatory, state whether the letter above referred to, written on behalf of complainant to said Snively, was not taken to said Snively, and if so, by whom taken? and was not the memorandum of the original agreement, also above referred to, also taken to said Snively? and if so, by whom so taken? and were not the same, or either, and which, given to him? and if so, by whom? and where not the contents of both or either, and which of them, made known to him? and if so, by whom? And did not the said Snively answer that the complainant had nothing to with the business; that he (Snively) held papers for the whole of complainant's lands in Pennsylvania, as well as his farm in Maryland, and that the acts of complainant had nothing to do with the bill in equity;

179 that he (Snively) had filed it himself, or to the like effect? If Snively did not say as above, what did he say?

Cross-interrogatory eighth, to Alexander Cupp above. If you answer that there was reduced to writing the statement of the original contract between complainant and William Brobst, or any statement as enquired of in the foregoing second and third cross-interrogatories, was not the same read to and signed by complainant in your presence, and was not the same witnessed by you, and did you not sign the same as a witness? Was no the same written statement delivered to you after it had been so signed and witnessed? If yea, and the same is in your possession, or under your control, *or under your control*, annex the same to deposition. If not in your possession, where is it, and in whose possession? To whom have you delivered it, if to any one, and when and where did you see it last? If you have not the original of said writing have you any copy thereof? and if so, annex the same to your deposition. Did not at one time William Elliott have possession

180 of said writing, and did not complainant refuse to allow said Elliott to keep possession of the same, but agree to give him a copy of it, or allow him to take a copy? Was or was not the said writing delivered to

you at complainant's request, or otherwise, and how, in order that you might take the same to Elias Snively, or for any other, and what, purpose? And did you not take the same to said Snively? and what, if any, was the interview, and the particulars thereof, with the time, place, and persons present? Answer fully all the enquiries in this cross-interrogatory.

Cross-interrogatory ninth, to both of said witnesses. Do you know, or can you set forth, any other matter or thing which may be a benefit or advantage to the respondents in this cause, or any of them? If yea, set forth the same fully and at large in your answer.

GARRICK MALLERY,
Solicitor for Respondents.

THOMAS J. McKAIG, Esq.,
Commissioner for Respondent, Cumberland, Maryland.

1860, February 1. A true copy from the record.
J. BURCHARD, *pro Clk Circ't Crt.*

181 This indenture, made the twentieth day of August, eighteen hundred and fifty eight, between John Brobst and Mary Ann, his wife, of Alleghany County, in the State of Maryland, of the one part, and William Brobst, of the city of Philadelphia, of the second part, witnesseth, that the said John Brobst and wife, for and in consideration of the sum of fifty thousand dollars to the said John Brobst in hand paid at and before the sealing and delivery of these presents, the receipt whereof they do hereby acknowledge, have granted, bargained, and sold, aliened, enfeoffed, released, conveyed, and confirmed, and by these presents do grant, bargain, and sell, alien, enfeoff, release, convey, and confirm, unto the said William Brobst, his heirs and assigns, forever, all the lands and real estate hereinafter mentioned and described, viz:

1st. All that tract of land lying and being in Barry Township, Schuylkill County, in the State of Pennsylvania, containing four hundred and twenty-four acres and one hundred and thirty-three perches, and known as the "Deborah Grant" tract.

182 2d. Also about eleven hundred acres, more or less, lying and being in Northumberland County, in the State of Pennsylvania, and which included the following warrants, to wit: Isaac Neff, James Crawford, James Stevenson, Thomas Camplain, Mary Davidson, being part of the lands known as the Brobst lands, which were held by the said John Brobst in common with Mark John Biddle, Thomas Cadwellader, Daniel F. Gorden, and Valentine Brobst, and which said part of said lands which are intended to be conveyed by this deed are the lands which in a partition had and made between the said tenents in common was allotted to the said John Brobst, as by reference to the proceedings in partition had and recorded in the counties of Northumberland and Schuylkill, in the State of Pennsylvania, more particularly appears.

3d. And also another tract of land in Northumberland County, in the State of Pennsylvania, containing about four hundred acres, being also a
183 parcel of the lands known as the Brobst lands, and allotted to the said John Brobst in the partition aforesaid.

4th. And also all the right, title, and interest of the said John Brobst and wife of, in, and to all lands in the counties of Northumberland, Schuylkill, and Columbia, in the State of Pennsylvania, whether such interest is divided or undivided. To have and to hold all the said lands above described, with the appurtenances thereunto belonging, unto him, the said William Brobst, his heirs and assigns, forever, to the only proper use and behoof of him, the

said William Brobst, his heirs and assigns, forever. And the said John Brobst, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree to and with the said Wm. Brobst, his heirs, and assigns, that he the said John Brobst, will at any and at all times hereafter execute, acknowledge, and deliver to the said William Brobst any and all further deeds of conveyance and assurance that may or can be necessary more fully
134 and certainly to do, convey and assure into said William Brobst, his heirs and assigns, the aforesaid lands and premises, and those meant hereby and hereby to be conveyed, whenever so requested to do by the said William Brobst, his heirs or assigns.

Witness our hands and seals on the day and year first herein mentioned.

JOHN BROBST. [SEAL.]
MARY ANN. [SEAL.]
MARY ANN BROBST. [SEAL.]

Witness: GEORGE A. PEARSE.
THOMAS PERRY.

STATE OF MARYLAND, *Allegany County, to wit:*

Be it remembered, that on this twentieth day of August, eighteen hundred and fifty-eight, before me, the subscriber, judge of the circuit court for Allegany County, in the State of Maryland, the same being a court of
135 record and of law, and the highest judicial tribunal in said county, personally appeared John Broost and Mary Ann Broost, his wife, grantors in the above conveyance, deed, or indenture named, and in the form of law severally acknowledged the aforegoing indenture, deed, or conveyance to be their act and deed, and desired the same as such might be recorded according to law. She, the said Mary Ann Broost, being of full age, separately and apart from her husband by me thereon privately examined, and the full contents being first made known to her, did declare and say that she did voluntarily and of her own free will and accord sign, seal, and as her act and deed deliver the aforegoing indenture, deed, or conveyance, without any coercion or compulsion of her said husband.

In testimony whereof, I have hereunto set my hand and caused the seal of said court to be affixed by the clerk of said court.

THOMAS PERRY.

136 STATE OF MARYLAND, *Allegany County, to wit:*

Be it remembered, and it is hereby certified, that the Honorable Thomas Perry, before whom the aforegoing deed or indenture was acknowledged, and whose name is thereto subscribed, was at the time of taking the said acknowledgment the judge of the circuit court for Allegany County, in the State of Maryland, which said court is a court of record and of law, and that the said judge is the highest judicial officer in said county.

In testimony whereof, I have hereunto subscribed my name and affixed the seal of the circuit court for Allegany County, this twenty-first [SEAL.] day of August, in the year eighteen hundred and fifty-eight.

H. KESSLEY, *Clk.*

Recorded and examined September 1st, A. D. 1858.

LEVI HUBER, *Recorder.*

137 SCHUYLKILL COUNTY, ss.

I, Levi Huber, recorder of deeds in and for the county of Schuylkill in the commonwealth of Pennsylvania, do hereby certify that the aforegoing contained on five and one half pages is a correct and true copy of a deed from John Brobst and Mary Ann, his wife, to William Brobst, dated 20 August, 1858, so full and entire as the same remains on record in the office for recording deeds in and for Schuylkill County aforesaid, in Deed Book No. 57, pag. 137, &c.

Witness my hand and the seal of said office, at Pottsville, the 25th November, 1859.

[SEAL.] LEVI HUBER, *Recorder.*

Endorsed: J. B. Copy of deed, John Brobst and wife to William Brobst.

188 Afterwards, to wit, on the 16th day of October, A. D. 1860, J. Cooke Longstreth, esquire, is appointed to take depositions on this case.

And thereupon the said commissioner filed the depositions of certain witnesses examined before him, in the words following, to wit:

In the circuit court of the United States in and for the eastern district of Pennsylvania.

JOHN BROBST, a citizen of the State of Maryland,
vs.
WILLIAM BROBST, JAMES RUSSEL, WILLIAM ELLIOT, Benjamin G. Peters, and Richard Fox, citizens of the State of Pennsylvania. } In equity.

The undersigned, commissioner appointed by the said court to take testimony in the above case, respectfully reports that he took the depositions of Charles Everett, Valentine Brobst, Edward Blocksom, Jacob R. Bentz, and Elihu Pedrick, witnesses produced, sworn, and examined on behalf of the defendants, and that various papers, records, &c., were offered in evi-
189 dence on their behalf, and that he herewith returns the depositions of said witnesses with a memorandum of the times and places of their examination, a memorandum of all the papers, &c., offered in evidence before him on the part of the said defendants, and certain exhibits referred to in the said depositions.

J. COOKE LONGSTRETH, *Commissioner.*

In the circuit court of the United States in and for the eastern district of Pennsylvania.

JOHN BROBST, a citizen of Maryland,
vs.
WILLIAM BROBST, JAMES RUSSELL, WILLIAM ELLIOT, Benjamin G. Peters, and Richard Fox, citizens of the State of Pennsylvania. } In equity.

And now, October 16th, 1860, by consent, J. Cooke Longstreth, esquire, is appointed commissioner to take testimony in this case.

190 October 16, 1864. Certified from the record.

[SEAL.] J. BURCHARD, *pro Clk Cir't Ct.*

In the circuit court of the United States in and for the eastern district of Pennsylvania.

JOHN BROBST, a citizen of Maryland,
vs.
WILLIAM BROBST, JAMES RUSSELL, WILLIAM ELLIOT, Benjamin G. Peters, and Richard Fox, citizens of the State of Pennsylvania. } In equity.

Deposition of Charles Everett, a witness produced, sworn, and examined on the part of the defendants before me, J. Cooke Longstreth, a commissioner appointed to take testimony in the above case, on Monday, October 22, 1860, at 12 m., at my office, No. 703 Sansom street, in the city of
191 Philadelphia, in the presence of Garrick Mallory, esq., for defendants, and W. L. Hirst, esq., for complainant.

Charles Everett, being duly sworn doth depose and say: I reside in the

city of Philadelphia; I am in the dry-goods business on Market street; I am 54 years old; I know John Brobst, the complainant, and all of the defendants. In the fall of 1858, John Brobst came to my house with William Brobst, (John Brobst is a relation of mine.) At that time John Brobst told me he had sold a tract of land he owned in Schuylkill County to William. It was a tract of land he owned in the coal region, Schuylkill and Columbia, I think. John Broost said he had been there to Schuylkill County to look at the lands and found they were very valuable, that he had sold them to William. He did not tell me the terms of the agreement, but that he was well satisfied with what William was to give him. He spoke of the difficulty of
192 recovering the property, but if it was recovered it would be very valuable. In speaking about the sale he always repeated that he was well satisfied with the sale, that William had done a great deal for him, that he had found him a good friend; but he did not tell me what the contract was at that time. I saw him a number of times while he was in Philadelphia at that time. The time I speak of he spent the afternoon and evening at my house, took tea there. I afterwards saw him at Dr. Mitchell's house. The next time I saw him was at his residence in Maryland. I went there at the request of William Broost.

Question. Why did you go there to see John Brobst?

(Objected to by Mr. Hirst.)

William Broost told me.

(William Broost's statement objected to by Mr. Hirst.)

He, John Broost had filed a bill in equity, and he wanted me to go there to see if I could not get the matter settled in some way. I went
193 there with William Elliott, Jacob Gross, and Elihu Pedrick. When we got to the house of John Broost I met the old man in the house, and after I spoke to him about this case he told me that William had deceived him, and he was very much dissatisfied with him. He stated that in English. After I had talked to him awhile to ask him his reasons for thinking so, he made some charges against William, which I do not now recollect, but upon referring to the other party that was with us, Mr. Elliott and Mr. Gross, the thing was explained in a manner that the old man afterwards became satisfied with William Broost. He first told me what the agreement was between him and Mr Snively, that Snively had made him a much better proposition than Williams, and that William had taken the advantage of him, that Snively said so, and that induced him to give the power to Snively.

He stated that Snively was to give him one half of the property when
194 it was recovered. He stated the original agreement between him and William. He told me the agreement was that William was to pay off a judgment and execution that was then against him of about one hundred thirty dollars in Maryland. That he also paid him some money, twenty-five dollars in cash, and then was to pay him five hundred dollars in cash in the month of March or April the next, to wit, 1859, and one eighth of the land when it was recovered. This John Brobst stated to me. I suggested to him that I would like to have it put down in writing after he had made this statement to me, to which he agreed. I then called Mr. Pedrick to write down the agreement as the old man stated to me. Mr. Pedrick then wrote it down, and after he had written a sentence he would read it off to the old man, and I asked him if that was correct or not, and he told him that it was.
195 Mr. Pedrick wrote down the whole contract in that way as he, John Broost, had stated it to me. John Broost signed the contract afterwards, and it was witnessed by Alexander Cupp. There was a letter written to Mr. Snively. The letter was signed by John Broost. There is a copy of the letter there. I have seen a copy of the memorandum and the letter attached to the deposition of Cupp, filed on part of the complainant, and

I believe them to be correct copies of what was signed by John Brobst at the time. Papers marked "A," J. C. L. and B, J. C. L, I believe to be true copies. At the same time Jacob Gross tendered him the five hundred dollars in gold. I think it was counted by Mr. Cupp in my presence. He said he was willing to receive it if it would not contlict with the contract he had with Snively, but if Mr. Snively would receive the money it would meet his approbation. After the memorandum of what contract was was signed it was placed in the hands of Mr. Elliot. To this he objected; and it
196 was finally—the difficulty was—settled by giving the paper back to John Brobst and his agreeing to give a copy of it. Then the paper was handed to Mr. Pedrick to take the copy, when Mr. Brobst requested him to read it first. After Pedrick commenced reading it he requested him to stop and let him look at the agreement before he read any further, and after he got it in his possession he objected to the paper, on the ground that he did not wish an agreement of that kind to be in the possession of anybody else, but was willing it should be enclosed in a letter and sent by mail to Mr. Snively—that and the letter; and afterwards it was agreed that Alexander Cupp should take the letter and the agreement, or whatever you call it, both to Mr. Snively. Mr. Cupp, Elliot, Gross, and Pedrick started to go to Mr. Snively's place, at Frederick, Maryland, I believe it was. I went with them as far as Cumberland, and stopped there. I don't recollect anything more in particular relating to this case that took place at John
197 Brobst's house. From my conversations with him here in 1858 and at his house in 1859, I looked upon as a man firm in his decisions and capable of making any kind of contract.

Cross-examined by W. L. Hirst, esquire, for complainant.

The conversation with John Brobst in reference to the land was in the presence of a number of persons in my house. My wife was there; William Brobst was there, a sister-in-law of mine was there from Ohio, a Mrs. Everett. John Brobst sister was not there. I think Mrs Worrell was there, but whether she was present at the time I don't recollect. I do not recollect anybody else. I could not say the conversation with him took place in the presence of these persons. He John Brobst spoke about it probably half a dozen times while he was at my house. The first and
198 second time he spoke about it the second time. It is the second time I speak of when these persons were then staying at my house. The first time I don't recollect anybody being present but William.

Question. Did you ever represent to John Brobst that the price he got for the land was a fair one?

Answer. I told him it was more than I should be willing to give for it myself, and take the chance of recovering the property.

Question. Did William Brobst or any of the defendants, make the same or any similar statement to him in your presence?

Answer. I don't know that they did.

Question. What did they say about the value of the land when they were pacifying him in Maryland? What did you or either of the others say to him then?

Answer. I told him that I considered that what William had agreed to give was fully equal to the chances there would be on recovering the
199 property. That the difficulty and expenses of recovering the property would, I considered, be equal to the property. I do not recollect who was present at the time. The party that was present was in and out.

Question. When you made that representation did you or did you not know the value of the land?

Answer. I understood that the lands were very valuable.

Question. Do you know what portions William Brobst has sold, and for what prices?

Answer. I know that he has sold a good portion of the interest he had in it, a good portion of the land, but do not know what he got for it. Most of it sold, a certain price to be paid on condition the property was recovered. I do not know the amounts.

Adjourned to Tuesday, October 23, 1860, at 12 o'clock m.

Adjourned to Tuesday, October 23, 1860, 5 o'clock p. m.

200 TUESDAY, *October* 23, 1860—5 *o'clock p. m.*

Counsel and witnesses present.

Question by W. L. Hirst. You said that William Brobst wanted you to go to Maryland, to see if you could not get the matter settled some way. Was that your real and only object in going there?

Answer. Yes, sir.

Question. What was the object in so many going?

Answer. That I could not tell. I do not know.

Question. What settlement did you try to make?

Answer. To withdraw the bill he had filed.

Question. You have said that the old man told you that William Brobst had deceived him. State what were the deceptions he stated had been practiced upon him?

201 Answer. I do not recolleet them, and I did not understand them myself.

Question. You have stated that the thing was explained afterwards to the old man's satisfaction. State what those explanations were.

Answer. I don't recollect the case. Don't recollect the objections he made, and did not understand the matter at the time.

Question. Have you any interest in this matter, directly or indirectly?

Answer. I have none.

Question. Then what induced you to go to Maryland on that errand?

Answer. William Brobst promised to pay me for going, and I took an interest in having the thing settled.

Question. Do you know what object Gross had in going?

Answer. No, sir.

Question. Was he also promised to be paid for going?

Answer. I don't know anything about Mr. Gross.

Question. Do you know what object Elihu Pedrick had in going,

202 and whether he was to be paid for it?

Answer. I do not.

Question. When you arrived at the old man's was he alone?

Answer. No, sir.

Question. Who was there?

Answer. His wife, and I think his son was there at the time.

Question. Were they present when you conversed with him?

Answer. They were part of the time.

Question. Did you request him or give him time to send for any friend or counsel?

Answer. Not that I recollect.

Question. Did either of them take part in the conversation?

Answer. Yes, sir. They made remarks occasionally.

Question. Do you remember any remarks they made? If so, state them.

Answer. I do not recollect what the remarks were.

Question. Did either of them, and which, hear the explanations, which you say satisfied the old man?

Answer. I do not know.

203 Question. How long were you there, at the old man's house?

Answer. I should think we were there some four or five hours. As near as I can recollect, it was from ten till probably three.

Question. Did you all go there together?

Answer. Mr. Pedrick, Gross, and Elliott, and a man by the name of Rizers drove us there. We went together. William Brobst was not there. He did not go with us. We all four came away together.

Re examined by Mr. Mallory.

Question. From whom did you understand the property was of great value?

Answer. John and William Brobst.

CHARLES EVERETT.

Sworn and subscribed before me Oct. 23, 1860.

J. COOKE LONGSTRETH, *Commissioner.*

204 A, J. C. L.

GREEN GLADES, *Alleghney County, Md.*

Elias Snively: DEAR SIR: I hand a statement of original contract which was entered into between myself and William Brobst when I conveyed him the land, on the 20th Aug't, A. D. 1858 I am now willing or agreed to consumate and carry out the same, provided I have the right and privilege to receive by process of law, all rents, assets, and profits of the said property, previous to my making the deed to said Wm. Brobst, and if you are satisfied act under the agreement as aforesaid. You have hereby my consent to receive the 500, and give a receipt me, and send me the money. If the above does not meet with your approbation, do nothing in the case

JOHN BROBST.

205 B, C. J. L.

GREEN GLADES, *Allegheny County, Md., April the* 18*th*, 1859.

This is to certify that the original bargain and contract between myself and Wm. Brobst was that he was to pay off a judgment and execution for which was against me in Alleghany County, Maryland, for about the sum of one hundred and thirty dollars. This he has done. He then gave me twenty dollars in cash and then was to give me five hundred dollars in cash in the month of March, 1859, and then he promised to give me when he or others under him should receive the land by process of law or otherwise, that a clear and indisputable title to said lands mentioned in the deed of conveyance from John Brobst and wife to Wm. Brobst, dated and executed the twelfth day of Aug't, A. D. 1858, one undivided eighth part of all lands so recovered, and clear title obtained by him or others acting under him. All the above is to be in consideration of the payment for the deed of

206 conveyance which I and my wife made to Wm. Brobst, dated and executed and aforesaid.

Witness my hand and seal this 18th day of April, 1859.

JOHN BROBST.

Signed, sealed, and delivered in the hand of us—

ALEXANDER CUPP.

In the circuit court of the United States in and for the eastern district of Pennsylvania.

JOHN BROBST, a citizen of Maryland,
vs.
WILLIAM BROBST, JAMES RUSSELL, WILLIAM ELLIOT, Benjamin G. Peters, and Richard Fox, citizens of the State of Pennsylvania. } In equity.

Deposition of Valentine Brobst, a witness produced, sworn, and examined on the part of the defendants, before me, J Cooke Longstreth, a commissioner appointed to take testimony in the above case, on Thursday, November 15th, A. D. 1860, between the hours of ten and twelve o'clock a. m., at my office, 703 Sansom street, in the city of Philadelphia, in the pres-
207 ence of Garrick Mallery, esq., for defendants, and William L. Hirst, esquire, for complainant.

Valentine Brobst, being duly sworn according to law, doth depose and say: I was born in 1809; reside in Rehrersburg, Berks County.

Wm. L. Hirst examining witness.

I have no interest in the land in dispute in this case; I have not contributed or agreed to contribute to the title or the purchase of the land or this suit in any way. I have not written or said I had any interest in the land. After John Brobst went home he wrote a letter to me, and I wrote back again. I could have had an interest in it, but when I found what difficulty there would be I would not have anything to do with it. I could have went in as a partner for any share I wanted by William Brobst's assent; when I found there was trouble I would not do it. Nathan Brobst wrote me they had a claim to it, and I wrote to him; what I said in that letter I do
208 not remember; can't say whether I said I had an interest or not. Nathan Brobst wrote that they had a claim against John Brobst, and wanted to know if they could recover it. I replied I thought not. Do not remember that I said I had a claim to the land.

Direct examination by Mr. Mallory.

James Russel and William Brobst came to my house in Rehrersburg; don't recollect the exact date. It was in October, 1858.

Q. What did they say to you in relation to John Brobst?

(Objected to.)

Q. Did they ask you to go to John Brobst in Maryland?

A. They asked me to go with them to see John Brobst in Maryland for the purpose of recognizing him.

Q. Why did you go down to Maryland—what was the object?

(Mr. Hirst objects to the statement of any of the defendants.)

A. They wanted some one along that knew John Brobst, provided
209 the old man was not dead and could come along to Pennsylvania. It had been reported that he was dead long ago. I had seen John Brobst when I was a little boy, and I told them that may be I could recognize him, and may be not; that I was but a young boy when I saw him, and I could just remember that I had seen him. I then told them that they had better get some of his old neighbors who knew him that were about as old as he was. Their names were John Bailie and John Serrwald; they went down with us to Maryland. They, with myself, William Brobst, and Benjamin Peters, composed the party that went down. We went immediately afterwards; we went to John Brobst's house, in Allegheny County, Maryland.

Q. What occurred at John Brobst's house when you saw him in reference to his going to Pennsylvania?

A. He was at his house. William Brobst told him that he came because it had been reported that he was dead and that he was not the same
210 John Brobst who owned these lands, and that he came to take him to Pennsylvania to have him recognized. John Brobst then said that he could not; that he had not been out of his room for a length of time, I have forgotten, perhaps two months, more or less; that he was so short-breathed that he could not walk any distance. He finally agreed to go. We were there a good while before he agreed to go. When we started from Swanson, the railroad station, we enquired of the postmaster the way to John Brobst, and he then got us to take a letter, which was at the office addressed to John Brobst, to him; we took it along, and William Brobst gave it to him. He opened the letter, read it, and gave it to his wife, and we all read it. It was a letter from the sheriff at Cumberland, Alleghany County, that he held two executions against him, and had put off the sales for some time already; and he had mentioned in his letter that if he did not pay off the executions in such a time—so many days—he would be obliged to sell his
211 property. The executions and costs amounted to about one hundred and sixty dollars. Then the old man and the old woman said that was the only trouble they had; if they could not raise that money their property would be sold, and they would have to go to the poor-house; they did not know how to make a living Then the old woman she proposed that if William Brobst would pay off these executions, then the old man would have to go along if he possibly could, if they could get him along any way. William Brobst then agreed to pay off the executions, and did so; when we got to Cumberland I saw him pay them to the sheriff. John Brobst that William Brobst would have to pay these executions off, and then pay him five hundred dollars in the spring. They talked about the deed; did not say much about that. William Brobst asked John Brobst whether he had
212 any of the papers in his possession yet—I mean title papers.. He then said his house had burnt down and all his old papers were destroyed John Brobst said he was to have a portion of the lands back in event of their recovery, in addition to the payment of the executions and the five hundred dollars; that that had been the consideration for his deed. John Brobst said he knew the value of the land; that he thought it had been sold long ago under a mortgage for his debts. He knew that the lands were valuable; I cannot just remember all that was said. William told him and I told him that the lands had all been sold under the mortgages and the judgments, and I explained it to him myself how they were sold as far as I knew about it. I went with him from his house to Pottsville; the whole party went with him. When he got to Pottsville a good many recognized him. A man by the name of Eiserhood came up to John Brobst in the
213 bar-room of Daniel Hill's hotel, Pottsville, and said to him, You are a rich man now; you own these valuable coal lands. John Brobst replied, I have sold them all to William Brobst; I don't own them any more. This was the same evening we arrived at Pottsville. They all talked to him; everybody came to see him that knew. I don't know what else was said about the lands. He was very feeble when he left home; improved during the journey. At Pottsville was not able to walk out; we had to get a carriage for him. His mind was good, all I could see about him; his eyesight was better than mine; he could read the Ledger without specs. He was reading all the time whenever he got a chance. We arrived at Pottsville on Friday evening and left Saturday afternoon. From Pottsville we went to Hamburg, where he had a cousin, and stayed over night. I then hired a carriage and took him to my house to see my mother. During the journey he expressed himself satisfied with the sale, and said he
214 would come on when the trial came on if he could, and would do all

he could to assist. John Brobst said he sold the land to William Brobst alone in the first place, and that he was satisfied with it.

No cross-examination.

VALENTINE BROBST.

Sworn and subscribed before me November 15, 1860.

J. COOKE LONGSTRETH, *Commissioner.*

Adjourned to Friday, November 16, 1860, at 11 o'clock a. m.

FRIDAY, *November* 16, 1860—*a. m.*

Present: W. L. Hirst and Charles J. Mayer, esquires, for complainant; Garrick Mallory, esq., for defendant.

Mr. Mallory offers in evidence exemplification of deed dated September 27, 1816, Thomas B. Smith to Michael Brobst, for one undivided fourth
215 part of twenty-five tracts or pieces of land in Northumberland and Schuylkill Counties, in said deed described.

The title conveyed is one undivided fourth of nine elevenths of said tracts, recorded November 24, 1829, in Northumberland County, in Deed Book X, page 64.

Mortgage Michael Brobst, of the foregoing interest, dated March 6, 1817, to Samuel Wood, to secure the sum of three thousand dollars. Recorded in Schuylkill County, March 8, 1817, and in Northumberland County, Nov. 30, 1829. Scire facias on said mortgage to December term, 1825, No. 41 in the court of common pleas of Schuylkill County, Jacob K. Boyer, assignee of James L. Dunn, who was assignee of Samuel Wood, against Michael Brobst, with notice to terre tenants. Judgment on sci. fa. March 29, 1826. Levari facias to July term, 1826. Sale made, terms not complied with; returned unsold. Alias levari facias to March term, 1828, for sale of
216 land in Schuylkill and Northumberland County, as above. Sheriff's return sale, March 22, 1828, to Charles Frailey, of the borough of Orwigsburg, for twenty-five dollars; sheriff's deed (certified copy) Samuel Hunsberger, sheriff of Schuylkill County, to Charles Frailey, dated March 31, 1828; acknowledged in open court, April 1, 1828; recorded in recorder's office of Schuylkill County, March 20, 1830, in Deed Book No. S, p. 508.

Certified copy of deed, Michael Brobst to John Brobst, dated May 15, 1817, for the same land; mortgage as above to Samuel Wood, recorded Dec. 19, 1829, in Deed Book X, pp. 66 and 67, Northumberland County.

Certified copy of record in court of common pleas in Schuylkill County, of December term, 1816, No. 47; Jacob Kutz and Jacob L. Van cs. John Brobst and Michael Brobst; judgment entered January 13, 1817, upon judgment bond. Executions were issued, and defendants' counsel refers more particularly to fi. fa. post. vend ex. to March term, 1822, No. 106. Levied
217 on one fourth of the lands as described in the mortgage. Several writs of vend. ex. returned unsold pluries vend. ex. to December term 1828, to No. 9, upon which the sheriff sold this property, December 27, 1828, to John Kohler and Jacob Levan for five hundred and eighty dollars. Sheriff's deed, Peter Fraely, sheriff, acknowledged December 29, 1828, and recorded in prothonotary's office of Schuylkill County; certified copy of deed showing it also recorded in recorder's office of said county in Deed Book No. 40, p. 72.

Defendant's counsel also offers in evidence records (docket entries) from court of common pleas of Berks County, of judgments against Michael Brobst and John Brobst. Refers particularly to entry of January term, 1817, No.
38 Valentine Brobst and George Michael Brobst, plaintiffs, cs. John Brobst

and Michael Brobst, judgment D. S. B. forty thousand six hundred
218 and twenty dollars, conditioned for the payment of twenty thousand three hundred and ten dollars, payable February 15, 1818, with interest. Judgment entered February 15, 1817, fi. fa. to November term, 1819, sci. fa. to revise judgment to August term, 1822. November 11, 1822, judgment of revival on motion of Mr. Darling, fi. fa. to April term, 1823, No. 178, levied on real estate and condemned as per inquisition vend. ex. to August term, 1823, No. 18. Death of George M. Brobst, one of plaintiffs, suggested, fi. fa. in name of Valentine Brobst, who survived the other plaintiff, against John Brobst, who survived the other defendant. Testatum fi. fa. and testatum vend. ex. to Northumberland County, against Joan Brobst. Property sold to David Rightmayer, for $249 41-100, testatum fi. fa. to Schuylkill County, to Nov. term, 1836, No. 59, levied on same land, testatum vend. ex. April term, 1837, No. 89 to Schuylkill County, sciri facias to revive judgment to April term 1848. William Brobst, administra-
219 tor, d. b. n. c. t. a. of Valentine Brobst, who survived John Michael Brobst, against John Kerr, adm'r of Michael Brobst. Judg't for $57,807 50.

Testatum fi. fa. to Schuylkill County, levied on land and condemned—testatum vend. ex. to Schuylkill County. Second plures vend. ex. David Johnson, adm'r d. b. n. c. t. a. of George Michael Brobst, against the administrator of John Brobst, who survived Michael Brobst.

Sciri facias to revive judgment, January term, 1859, No. 204, Berks County, David Johnson, ad'r, vs. John Brobst, who survived Michael Brobst. Returned nihil habet. Al sci. fa. to April term, 1859. Return nihil and judgment on two returns of nihil to April 11, 1859.

Deposition of Edward Blockson, a witness produced, sworn and ex-
220 amined before me, November 16, 1860, between the hours of 12 m. and 1 p. m. on behalf of the defendants.

Edward Blockson sworn: I was present at the time when a negotiation was made between William Brobst and Messrs. Russell and Elliot, in relation to an interest in lands in Pennsylvania. I don't know where they were situated. Mr. William Brobst came to William Elliot's store with a deed for lands from John Brobst to him, and exhibited the deed and plan. He stated he had purchased those lands from John Brobst, and wanted to dispose of an interest in them. He talked it over with Mr. Elliot, and they sent around for James Russell. They made an arrangement, each of them, to take an interest of one eighth in all the lands deeded to William by John Brobst. They were to give him each two brick houses—Mr. Russell's
221 situated on Poplar street, and Mr. Elliot's on Christian, or one on Christian and one on Kates street. The deeds were made out to Mr. Brobst for the houses. The deeds, I think, were dated September 30th, 1858, and it was to be in full to each of them for one eighth of his interest in the lands. I saw the deeds a day or two after they were executed.

Cross-examination by Mr. Mayer.

I know of but one conversation after that when the deed was exhibited. On that first occasion the sale was not made. Mr. Brobst came in several times and talked with Mr Elliot about it. The first conversation was early in September, and the bargain was concluded on the thirtieth of September. I now say, in correction of statement as above, that there were several conversations about the matter. The first time I know of the offer
222 having been made of the houses was about the twenty-ninth or thirtieth of September. I do not know how often William Brobst came in. Mr. Russell was not present on every occasion. On or about the

twenty-ninth of September the offer of the houses was made and accepted, and the deeds made out on or about the thirtieth of September.

EDWARD BLOCKSON.

Sworn and subscribed before me Nov. 16, 1860.

J. COOK LONGSTRETH, *Commissioner.*

223 In the circuit court of the United States in and for the eastern district of Pennsylvania.

JOHN BROBST, a citizen of the State of Maryland, }
vs. }
WILLIAM BROBST, JAMES RUSSELL, WILLIAM ELLIOT, } In equity.
Benjamin G. Peters, and Richard Fox, citi- }
zens of the State of Pennsylvania. }

Depositions of witnesses produced, sworn and examined on the part of the defendants before me, J. Cooke Longstreth, a commissioner to take testimony in the above case, on Saturday, December first, A. D. 1860, between the hours of 11 a. m. and 12 m., and at my office, No. 703 Sansom street, in the city of Philadelphia, in the presence of Garrick Mallery, sr., esq., for defendants, and Wm. L. Hirst, esq., for plaintiff.

Jacob K. Bentz, aff'd: I met John Brobst in the fall of 1858, in this city, and heard him say he had sold his lands in the neighborhood of Pottsville, to William Brobst, and that he was perfectly satisfied with the sale. That they had been very kind to him, and that he wished them a great deal of luck. He said he had told a Pottsville lawyer he was to receive something more, but perhaps he ought to say nothing about that. We were
124 speaking about the coal lands all evening, but I don't remember all he said. He said there was a man at Pottsville wanted to take him out riding, as I understood, to see the lands, but he refused. This was a party not connected with William Brobst, and my impression is that he was afraid of going with anybody but the party he was with, for fear he might be taken of advantage of by representations. I thing he said he knew the lands were valuable, but was satisfied with the sale. He seemed to be an intelligent old man, very rational; found he had a good memory from things he related as happening many years ago. In the conversation he seemed to be anxious to do all he could to assist William Brobst in the recovery of the lands.

Cross-examined by Wm. L. Hirst, esq.

This conversation occurred at William Brobst's house in Philadelphia. I resided at that time in N. 12th st., not at Wm. Brobst's house. What took me to William Brobst's house, I heard a great deal about John Brobst's coal lands, and that he was in town, and went with a friend, Mr. Elliot, one of the defendants, to see him. William Brobst and his family were all that were there besides John Brobst and ourselves. I don't recollect whether
225 Elliot asked me, but it was made out in the day time that I should go to Mr. Elliot's house in the evening, and we went over to William Brobst's, a few doors off. We were there two hours, perhaps longer.

JACOB K. BENTZ.

Affirmed and subscribed before me Dec. 1, 1860.

J. COOKE LONGSTRETH, *Commissioner.*

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226 In the circuit court of the United States in and for the eastern district of Pennsylvania.

JOHN BROBST, a citizen of Maryland,
vs.
WILLIAM BROBST, JAMES RUSSELL, WILLIAM ELLIOT, BENJAMIN G. PETERS, and RICHARD FOX, citizens of the State of Pennsylvania. } In equity.

Depositions of Elihu Pederick, a witness produced, affirmed, and examined on the part of the defendants before me, J. Cooke Longstreth, a commissioner appointed to take testimony in the above case, on Wednesday, February 20, 1861, at 4 o'clock p. m., at my office No. 703 Sansom st., in the city of Philadelphia, in presence of Garrick Mallery, esq., for defendants.

Elihu Pederick affirmed. I reside No. 1524 Poplar street, in the city of Philadelphia. I am acquainted with the complainant John Brobst, defendants William Brobst, William Elliot, James Russell, Benjamin G. Peters; I do not know defendant Richard Fox; have seen him, but should not know him again. I went to Maryland in April, 1859, at the request of William Brobst, to see John Brobst. I went to the residence of John Brobst, in Alleghany county, Maryland, about five miles from Suantor station, on
227 the Baltimore and Ohio railroad. I arrived there on the eighteenth of April, 1859; there were with me Charles Everett, Jacob Gross, William Elliot. We met on the way, going to John Brobst's house, Valentine B Riffert, who went back with us and was there with us also. We met him about a mile this side of John Brobst's house, and he went back with us. I went there for the purpose of seeing how matters stood between William Brobst and John Brobst. After we arrived there, (we were taken there by Mr. Rizer, in a wagon,) Mr. Everett commenced talking to John Brobst in relation to the lands that John and his wife had sold to William Brobst. The old man at first found some fault with William, and Mr. Everett told him he would convince him it was all straight between William and him. They conversed about it some time, and the old man seemed satisfied with the explanation. After I saw that he seemed satisfied, I went out into the kitchen, I suppose it was; (they had an old-fashioned fire-place; it was cold.) I conversed there with the old man's son and some other person that was there; don't know who it was; a laboring man. I then went out into the yard and returned into the kitchen, when somebody called me into the other room. Mr Everett then told me Mr. Brobst wanted me to sit down and write out the exact contract as it was between him and
228 William. This was in the presence of the old man, and he assented. I sat down and commenced the writing of it. As I wrote a sentence I would read it out, and continued that way. John Brobst himself dictated what I should write, and I read it over to him, sentence by sentence, as I wrote it. He dictated in his German way, and I put into English. He spoke English with German accent. He assented to it as I wrote it and when I thought he did not understand I asked Mr. Everett to state it to him in German, which he did. We continued that way till the close of it. After it was all written I commenced to read it anew from the commencement to John Brobst, which I did do, stopping at intervals, and asking him if he understood it; to which he said he did. After I was done reading it I asked him if he was perfectly satisfied, and if 'twas the original bargain which William and him had first made. He said it was; this was in the presence of Everett and Cupp, Elliot and Gross. I do not know whether Riffert was there or not; think he was. I then asked him to sign it. He came to the table to do so, when his wife, Mrs. Brobst, came in, and objected to his signing

it, and Mr. Everett said that there was no harm in signing it, because
229 if it was the original contract which he had acknowledged, it would only be the truth. After awhile he said he would sign it, and he did so in my presence and in the presence of Charles Everett, Riffert, Gross, Cupp, and Elliot, and Alexander Cupp wrote his name as a witness to the signature of John Brobst. After that Mr. Gross said that he was now willing to pay Mr. Brobst five hundred dollars in gold on account of that contract. The gold was put out on the table, and Mr. Cupp was asked to count it, which he d d do, and said there was five hundred dollars. Mr. Brobst declined taking it, without the consent of Mr. Elias Snively, who, he said, lived in Maryland, near Frederick. I proposed that he, John Brobst, should write a letter to Snively, instructing him to receive this five hundred dollars, and that this letter should inform him of the nature of the original contract. This letter was written by me. He told me that I should write such a letter. I wrote it and read it over to him; he said it was all right; I asked him to sign it, and he did so. The letter and the contract were then by me enclosed in an envelope and addressed to Elias Snively, naming the post office, and so on, on the outside of it. I took the letter and put it in my pocket;
230 some one, I think Mr. Rizer, said to John Brobst that that letter was to be put in the post office. I said, in reply, that I understood we were to take it. He said no—I mean John Brobst said no. Some high words ensued between the old man and Everett; and Mr. Brobst said he must have the letter. I then went out into the yard; Mr. Elliot and Mr. Gross came out with me. Mr. Brobst, Mr. Everett, and Mr. Rizer were talking very loud when we went out. I went out and gave the letter to Mr. Elliot. Mr. Brobst came out and demanded the letter of me. I told him Mr. Elliot had it. He demanded it of Mr. Elliot, and Mr. Elliot delivered him the letter, and it was agreed between John Brobst, Everett, and the rest, that a copy should be taken of that letter and the memorandum of agreement—both papers. Mr. Cupp, Mr. Everett, and myself were to take the copies. We went in and set down, and old Mr. Brobst said to me, he wished I'd read the contract over again. I said to him that it had been read over twice before, and that he said he understood it, and that I thought it was not worth while to read it again. Several of them insisted that I should read it, and I commenced to do so. After I had read about one sentence he asked me to hand the contract I was reading to him; I did
231 so, and he said he did not exactly understand it; I said he had plenty of chances to have explained that before. I did not read any more of the letter—the contract I mean—but Alexander Cupp read the balance of the contract to him, and he seemed perfectly satisfied with it; made no further remarks. Cupp handed the contract and letter to him in the envelope. After a good deal of conversation it was agreed by John Brobst and ourselves that Alexander Cupp should go with us to Mr. Snively's, and that he should be the bearer of this contract and letter, which the old man said he was perfectly satisfied with. I repeated to him again that if there was anything he did not understand and was not satisfied with, that I would change it to meet his views, because, I told him, that it would be no use for Mr. Cupp to take that letter and contract unless it was satisfactory to him. He said it was satisfactory, and nobody but Mr. Cupp should take it. After that we left; we did not take the copy. After it was agreed Mr. Cupp should go, there was nothing more said about the copy. (The witness examines exhibits marked A, annexed to deposition of Alexander Cupp, taken on the part of complainant, a copy produced before commissioner.) I have
232 examined the copies of the letter and contract, as annexed to deposition of Alexander Cupp, on file in the clerk's office, and believe the same to be correct copies of the papers so drawn as aforesaid by me at John

Brobst's residence and signed by him. Mr. Rizer, Charles Everett, William Elliot, Jacob Gross, Valentine B. Riffert, and myself left John Brobst's house in Mr. Rizer's wagon, and went to Swantor station that afternoon. Alexander Cupp met us there the next day with the letter which John Brobst had given him; the letter and contract, as he told me. We all went to Frederick, in Maryland, excepting Mr. Everett, who stopped at Cumberland. At Frederick I wrote this paper—the forepart of it; all except the acknowledgment by the commissioner and the signatures, (paper referred to is marked Y, J. C. L.) I wrote this paper and read it over to Valentine B. Riffert. I saw him make his mark to this paper; he done it in the presence of Alexander Cupp, who has signed his name as a witness to it, and Israel Knode, who was the landlord where we stopped, and in the presence of Jacob Gross, William Elliot, and myself. I heard him make the affidavit, as certified by the commissioner; heard the commissioner read it over to him in the presence of Jacob Gross and William Elliot also. The paper and affida-
233 vit, as contained in this paper, were read over to him at my request by the commissioner, and Riffert agreed to it and swore to it. Mr. Gross, Mr. Elliot, Mr. Cupp, and myself went from Frederick to Elias Snively's residence, about 18 miles from Frederick. We then saw Mr. Snively, and Mr. Cupp and Mr. Snively went and had a private interview. After they were through I asked Mr. Snively if he had received the letter written to him by John Brobst, and the contract. He said he had. I asked him if he was disposed to take the five hundred dollars. He answered and said he declined to do anything about the matter. I told him John Brobst had a large amount of judgment against him. He replied he did not know it. I told him he could find out by the records. That was all that took place that I recollect. We left and came home.

ELIHU PEDRICK.

Affirmed and subscribed before me Feb'y 20, 1861.

J. COOKE LONGSTRETH, *Commissioner.*

234 This is to certify that on the eighteenth day of April, A. D. eighteen hundred and fifty-nine, we heard John Brobst say at his house, at Green Glades, Alleghany county, State of Maryland, in our presence, and seen him sign his name to a certificate which contained the following in substance and effect, viz: This is to certify that the original contract and agreement made between myself and William Brobst was that the said William Brobst was to pay off and satisfy a certain judgment and execution in Alleghany County, Maryland, against me for the sum of about one hundred and sixty dollars. This he has done. He then gave me twenty five dollars in cash. He then promised to pay me five hundred dollars in the month of March, A D. eighteen hundred and fifty-nine. He then promised that when he, or those for him, should procure or obtain, by process of law or otherwise, a clear and indisputable title to the lands which the said John Brobst and wife had conveyed by deed to the said William Brobst, dated the twentieth day of August, A. D. eighteen hundred and fifty-eight, and recorded in the counties of Schuylkill and Northumberland, Penn'a. That the said William Brobst was also to give him one undivided one eighth part of all the lands which should be so received by the said William Brobst.
235 The said John Brobst to have the privilege of recovering all the rents, issues, and profits of and from the said lands previous to the conveyance by the said John Brobst and wife to the said William Brobst. The above was the consideration for all my right, title, and interest in and to the said above-described land, and for the deed of conveyance which I and my wife made and executed to the said William Brobst, dated as aforesaid mentioned, the twentieth day of August, A. D. 1858.

Witness my hand and seal this eighteenth day of April, A. D. eighteen hundred and fifty-nine.

[SEAL.]

Sealed and delivered in the presence of us.

I certify that the contents of the aforegoing indenture or certificate was agreed to and signed by John Brobst, in my presence, on the eighteenth day of April, A. D. eighteen hundred and fifty-nine, and that Alexander Cupp signed his name as a witness to the signature of said John Brobst to said indenture or certificate as aforesaid.

Witness my hand and seal this twentieth day of April, A. D. 1859.

his
VALENTINE B. × RIFFERT.
mark.

ALEX'R CUPP.
ISRAEL KNODE.

236 STATE OF MARYLAND, *Frederick County, to wit:*

On this twenty-first day of April, A. D. 1859, before me, the subscriber, a commissioner for the State of Pennsylvania, duly commissioned and qualified as such, personally appeared Israel Knode, who made oath that he did yesterday personally see Valentine B. Riffert make his mark to the above or foregoing indenture, and also that he did see Alexander Cupp write his own name as a witness to the mark made by the said Valentine B. Riffert.

ISRAEL KNODE.

Sworn and subscribed before me this 21st day of April, 1859.

JAMES McSHENEY, [SEAL.]
Commissioner for Penn'a.

237 Y, J. C. L.

STATE OF MARYLAND, *Frederick County, sct:*

On this twenty-first day of April, A. D. 1859, before me, a commissioner for the State of Pennsylvania duly commissioned and qualified, residing in Fredericktown, in the county and State aforesaid, personally appeared Valentine B. Riffert and made oath that he did personally see John Brobst at Green Glades, Alleghany County, State of Maryland, sign, seal, and as his act and deed acknowledge that he had made the aforegoing or aforesaid original contract and agreement with William Brobst for the lands which he had sold him, and that the whole and entire agreement was as is herein before set forth, and also that said agreement was read before John Brobst signed it twice over, in the presence of the said John Brobst, Charles Everett, Alexander Cupp, and myself and others, and that the said Alexander Cupp did sign his name as a witness to the signature of John Brobst to the aforesaid certificate in my presence and in the presence of all of us. He further maketh oath that the aforesaid Alexander Cupp did yesterday read over to him twice the aforegoing indenture, and that Alexander Cupp did witness my mark and write my name before I made my mark to it.

his
VALENTINE B. ⋈ RIFFERT.
mark

Sworn and subscribed before me after I had read over to the said Valentine B. Riffert the whole contents of the preceding indenture, word for word.

Witness my hand and official seal this 21st day of April, in the year eighteen hundred and fifty-nine.

[SEAL.] JAMES McSHENEY,
Commissioner for Penn'a.

A, J. C. L.

239 *Deed.—Michael Brobst to John Brobst.*

This indenture, made the fifteenth day of May, in the year of our Lord 1817, between Michael Brobst, of the city of Philadelphia, in the commonwealth of Pennsylvania, gentleman, the grantor in the indenture named, of the one part, and John Brobst, of the township of Albany, in the county of Berks, in the said commonwealth, iron master, of the other part, witnesseth, that the said Michael Brobst, for and in consideration of the sum of eight thousand dollars, lawful money of the United States, to him in hand well and truly paid by the said John Brobst, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained and sold, aliened, enfeoffed, released and confirmed, and by these presents doth grant, bargain and sell, alien, enfeoff, release, and confirm, unto the said John Brobst, and to his heirs and assigns, all that the within men-

240 tioned and granted equal undivided fourth part, the whole to be divided into four equal parts, of and in the within mentioned and described twenty-five tracts or parcels of lands, situate, lying, and being butted and bounded as within particularly mentioned, together with all and singular the buildings and improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging or in anywise appertaining, and the reversions, remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, use, trust, possession, property, claim, and demand whatsoever of him, the said Michael Brobst, at law or in equity of, in, and to the same.

To have and to hold equal undivided fourth part of and in the said twenty-five tracts or parcels of land, hereditaments and premises hereby granted or mentioned, and intended to be granted, with the appurtenances, unto the said John Brobst, his heirs, and assigns, to and for the only proper use, benefit, and behoof of him, the said John Brobst, his heirs and assigns forever.

And the said Michael Brobst for himself, his heirs, executors, and ad-

241 ministrators, doth covenant, promise, grant, and agree to and with the said John Brobst, his heirs, and assigns, by presents that he, the said Michael Brobst, and his heirs the said equal undivided fourth part of and in the twenty-five tracts or parcels of land, hereditaments, and premises hereby granted or mentioned, and intended to be granted, with the appurtenances, unto the said John Brobst, his heirs and assigns, against him, the said Michael Brobst, and his heirs, and against all and every other person and persons lawfully claiming or to claim by, from, or under him, them, or any of them, shall and will well and truly warrant and forever defend by these presents.

In witness whereof, the said parties to these presents have hereunto interchangeably set their hands and seals. Dated the day and year first above written.

MICHAEL BROBST. [SEAL.]

Sealed and delivered in presence of us—
SUSANNAH LOUISA BAKER.
GEORGE BAKER.

Rec'd on the day of the date of the above-written indenture of the above-named John Brobst the sum of eight thousand dollars, lawful money
242 of the United States, being the full consideration above mentioned.
Witness my hand.

MICHAEL BROBST.

Witness present at signing—
SUSANNAH LOUISA BAKER.
GEORGE A. BAKER.

On the 16th day of May, anno Domini 1817, before me, John Geyer, an alderman of the city of Philadelphia, personally appeared Michael Brobst, the grantor in the above-written indenture named, and in due form of law acknowledged the same to be his act and deed, and desired that it might be recorded as such.

Witness my hand and seal the day and year aforesaid.

JN. GEYER. [SEAL.]

Rec'd December 19th and recorded December 24th, 1829.

SOLOMON SHAFFER, *Recor.*

243 NORTHUMBERLAND COUNTY, *ss:*

I, B. Masser, recorder of deeds, &c., in and for said county, do hereby certify that the foregoing writing contained on the preceding one sheet of paper is a true, full, and entire copy of the record of a deed from Michael Brobst to John Brobst, so true, full, and entire as the same remains of record in my office in Deed BOOK H, pages 66 and 67.

In testimony whereof, I have hereunto set my hand and official seal,
[SEAL.] at Sunbury, this 18th day of January, A. D. 1860.

244 *Deed.— Thomas B. Smith, esq., to Michael Brobst.*

This indenture, made the 27th day of September, in the year of our Lord 1816, between Thomas B. Smith, of Robeson Township, Berks County and State of Pennsylvania, esquire, of the one part, and Michael Brobst, of Albany Township, county and State aforesaid, iron master, of the other part, witnesseth, that the said Thomas B. Smith, for and in consideration of the sum of six thousand dollars, lawful money of the State of Pennsylvania, to them in hand well and truly paid by the said Michael Brobst at and before the ensealing and delivery hereof, the receipt whereof he doth hereby acknowledge, and thereof do acquit and forever discharge the said Michael Brobst, his heirs, executors, and administrators, by these presents hath granted, bargained, sold, aliened, enfeoffed, released, and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release, and confirm, unto the said Michael Brobst, and to his heirs and assigns, all that
245 certain equal undivided fourth part of the whole, to be divided into four equal parts, of and in the following and described twenty-five tracts or pieces of land adjoining each other, situate, lying, and being on the Mahanoy Mountain and on the waters of Mahanoy, partly in the county of Northumberland and part in the county of Schuylkill, one of them containing four hundred and three acres; one other of them containing four hundred and forty acres; one other of them containing three hundred and fifty-seven acres and eighty perches; one other of them containing three hundred and ninety-six acres and forty perches; one other of them containing four hundred and forty-nine acres one hundred and twenty perches; one other of them containing four hundred and three acres; one other of them

containing three hundred and fifty-three acres; one other of them containing three hundred and ninety acres; one other of them containing four hundred and three acres; one other of them containing four hundred and three acres; one other of them containing three hundred and ninety-six acres and eighty perches; one other of them containing four hun-
246 dred and sixty-seven acres; one other of them containing four hundred and four acres one hundred and twenty perches; one other of them containing four hundred and fifty-six acres and eighty perches; one other of them containing three hundred and six acres and eighty perches; one other of them containing four hundred and thirty-two acres and forty perches; one other of them containing three hundred and fifty-three acres one hundred and twenty perches; one other of them containing four hundred and thirty-three acres one hundred and twenty perches; one other of them containing four hundred and forty-three acres; one other of them containing four hundred and fourteen acres and eighty perches; one other of them containing four hundred and sixty acres and eighty perches; one other of them containing three hundred and fifty-three acres one hundred and twenty perches; one other of them containing four hundred and forty-five acres and eighty perches; one other of them containing four hundred and twenty-five acres; one other of them containing four hundred and twenty-five acres one hundred and twenty perches; and one other of them containing four dred and twenty-four acres one hundred and twenty perches. The first above-mentioned fifteen tracts being the same which the common-
247 wealth of Pennsylvania, by patent bearing date the 10th day of May, last past, for the consideration therein mentioned, did grant and confirm unto George Grant, and to his heirs and assigns forvever, as in and by said patents, enrolled at Harrisburg, in Patent Book H, vol. 13 and 14, pages 547, 548, 549, 551, 553, 555, 557, 559, 561, 563, 565, 567, 569, 571, 573, 575, 577, 579, 581, 581, 583, 585, 4, 6, 8, and 10, relation thereunto had respectfully appears, &c.; together also with all and singular the houses, out-houses, barns, stables, gardens, orchards, meadows, fields, fences, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also all the estate, right, title, interest, use, trust, property, claim, possession, and demand whatsoever of him, the said Thomas B. Smith, in law or equity, or otherwise howsoever, of, in, to, or out of the same. To have and to hold the said mentioned equal undivided fourth part of and in the above-described twenty-five tracts of land, hereditaments and premises hereby granted, and released or mentioned, or intended so to be, with
248 the appurtenances, unto the said Michael Brobst, his heirs and assigns, to the only proper use and behoof of him the said Michael Brobst, his heirs and assigns forever. And the said Thomas B Smith for himself, his heirs, executors, and administrators, doth covenant, promise, grant, and agree to and with the said Michael Brobst, heirs and assigns, by these presents that he, the said Thomas B. Smith, and his heirs, the said above mentioned and described equal undivided fourth part of and in the said twenty-five tracts of land, hereditaments, and premises hereby granted and released, or mentioned, or intended so to be, with the appurtenances, unto the said Michael Brobst, his heirs and assigns, against him, the said Thomas B. Smith, and his heirs, and against all and every other person and persons whomsoever lawfully claiming or to claim the same or any part or parcel thereof, shall and will warrant and forever defend by these presents.

In witness whereof, the said parties to these presents have hereunto in-

terchangeably set their hands and seals. Dated the day and year first above written.

THOMAS B. SMITH. [SEAL.]

Sealed and delivered in presence of us—
HENRY BETZ.
F. HELLER.

249 Rec'd, the day of the date of the above-written indenture, of and from the above-named Michael Brobst the sum of six thousand dollars in gold and silver money, it being the consideration money above mentioned in full.

THOMAS B. SMITH.

Witness present at signing—
HENRY BETZ.
F. HELLER.

BERKS COUNTY, *ss:*

Be it remembered, that on the twenty-seventh day of September, anno Domini 1816, before me, Frederick Heller, esquire, one of the justices of the peace of the said county, came the above-named Thomas B Smith, esquire, and acknowledged the above indenture to be his act and deed, and desired the same might be recorded as such, according to law.

Witness my hand and seal the day and year above written.

FREDERICK HELLER. [SEAL.]

Rec'd Dec'r 19th; recorded December 24th, 1829.

SOLOMON SHAFFER, *D'p'y Rec'r.*

250 NORTHUMBERLAND COUNTY, *ss:*

I, B. Masser, recorder of deeds, &c., in and for said county, do certify that the foregoing writing, contained on the preceding one sheet of paper, is a true, full, and entire copy of the record of a deed from Thomas B. Smith, esq., to Michael Brobst, as full, true, and entire as the same remains of record in my office, in Deed Book H, pages 64, 65, and 66.

In testimony whereof, I have hereunto set my hand and official seal, at Sunbury, this 18th day of January, A. D. 1860.

[SEAL]

251 Endorsed as follows: Deed, M'l Brobst to Jno. Brobst.

Parcels of land conveyed by this deed:

Acres.	P's.	Acres.	P's.	Acres.	P's.
403		403		443	
440		396	80	414	80
357	80	467		460	80
396	40	404	120	353	120
449	120	456	80	445	80
403		306	80	425	120
353		432	80	424	120
390		353	120		
403		433	120	10, 217	20

And endorsed on the obverse side: A, Dec. 27, 1863, J. C. L., Com'r.

[Here follows map, page 249.]

252 And afterwards, to wit, on the twelfth day of October, in the year eighteen hundred and sixty-three, the complainant's solicitor files his bill of revivor, which being read, is in words and tenor following, to wit:

To the honorable the judges of the circuit court of the United States in and for the eastern district of Pennsylvania, sitting in equity:

The bill of revivor of Elias Snively, a citizen of the State of Maryland, showeth unto your honors, that John Brobst, a citizen of Maryland, did file his bill in equity in your honorable court, as of April session No. 36, against William Brobst and others; that the said complainant has since died, leaving his last will, which has been duly proved in Alleghany County, Maryland, and afterwards in Philadelphia County, and letters of administration *cum testamento annexo* have been duly granted to your orator in Philadelphia County.

253 Wherefore he prays to be substituted as complainant in said cause. And he will pray, &c.

ELIAS SNIVELY.

Philad'a, April 20, 1863.

254 And now, Sept. 8, 1864, on motion of complainant's counsel, and Messrs. Vail and F. C. Brewster, counsel of C. Diane Johnson, ad'm of Valentine Brobst, dec'd, it is ordered that this cause be set down for reargument, on final hearing upon bill answer and proofs on Saturday, Sept. 10 inst., at 11 o'clock a. m., upon the question of ownership of three undivided eighth parts of the premises described in the bill, set up in the answer of William Elliott, James Russell, Benjamin G. Peters, and Richard Fox; and that notice of this order be served on G. Mallery, esq., counsel for said defendants.

255 And now, September 13th, A. D. 1864, this cause having been heard upon bill, answer, and replication, and upon the proofs taken before, and those adduced at the hearing, the court, after consideration, are of opinion that the conveyance from John to William Brobst in the pleadings mentioned was obtained by fraud and imposition and undue influence, and was in equity of no effect or validity, except as a security for the judgment of Brobst *v.* Brobst; and it is adjudged and decreed that the said conveyance be, and the same is hereby, set aside and annulled without prejudice to any rights of the plaintiff in the said judgment. And the

256 defendant, William Brobst, is perpetually enjoined and prohibited from setting up and availing himself of the said conveyance in anywise for his own benefit. The foregoing decree is final as to the five undivided eighth parts of the lands mentioned in the said conveyance, other than the three eighths claimed by the defendants Russell, Peters, Fox, and Elliott, respectively. As to the last-mentioned three eighths thereof the court is divided in opinion upon the question whether the said conveyance should be absolutely set aside and annulled as against the four last-named defendants, and the judges agree to certify the said difference of opinion to the Supreme Court, and the same is certified accordingly, as in the statute in that behalf provided. Which decree having been read and pronounced, Mr. Mallery, for the defendants, appeals from it, so far as concerns the five eighths of the lands as to which it is finally pronounced; and the said appeal is allowed.

256½ Testimony oral and written, of which there is no memorial on record, was taken at the hearing of the cause, under the provisions of the 29th section of the judiciary act of 1789, and the 25th section of the amended act of 1802, and the court having on the 13th day of September, 1864, before entering the decree of that date, required an agreement.

which was made in open court on part of the complainant that the decree, then about to be entered, might, on application, be opened, unless the deficiency of the record, in respect of the said testimony, should in case of appeal, or of taking the case to the Supreme Court on the point of difference of opinion between the judges, be duly supplied. The said evidence which concerned that part of the case on which the judges ultimately differed in opinion, has not been supplied. But neither part having furnished the means of supplying it, the record is made up without it.

257 UNITED STATES OF AMERICA,
Eastern district of Pennsylvania, ss:

I certify the foregoing to be a true and faithful copy of the record and proceedings of the circuit court of the United States in and for the eastern district of Pennsylvania, in the third circuit, in a certain suit therein lately depending between John Brobst, complainant, and William Brobst, defendant.

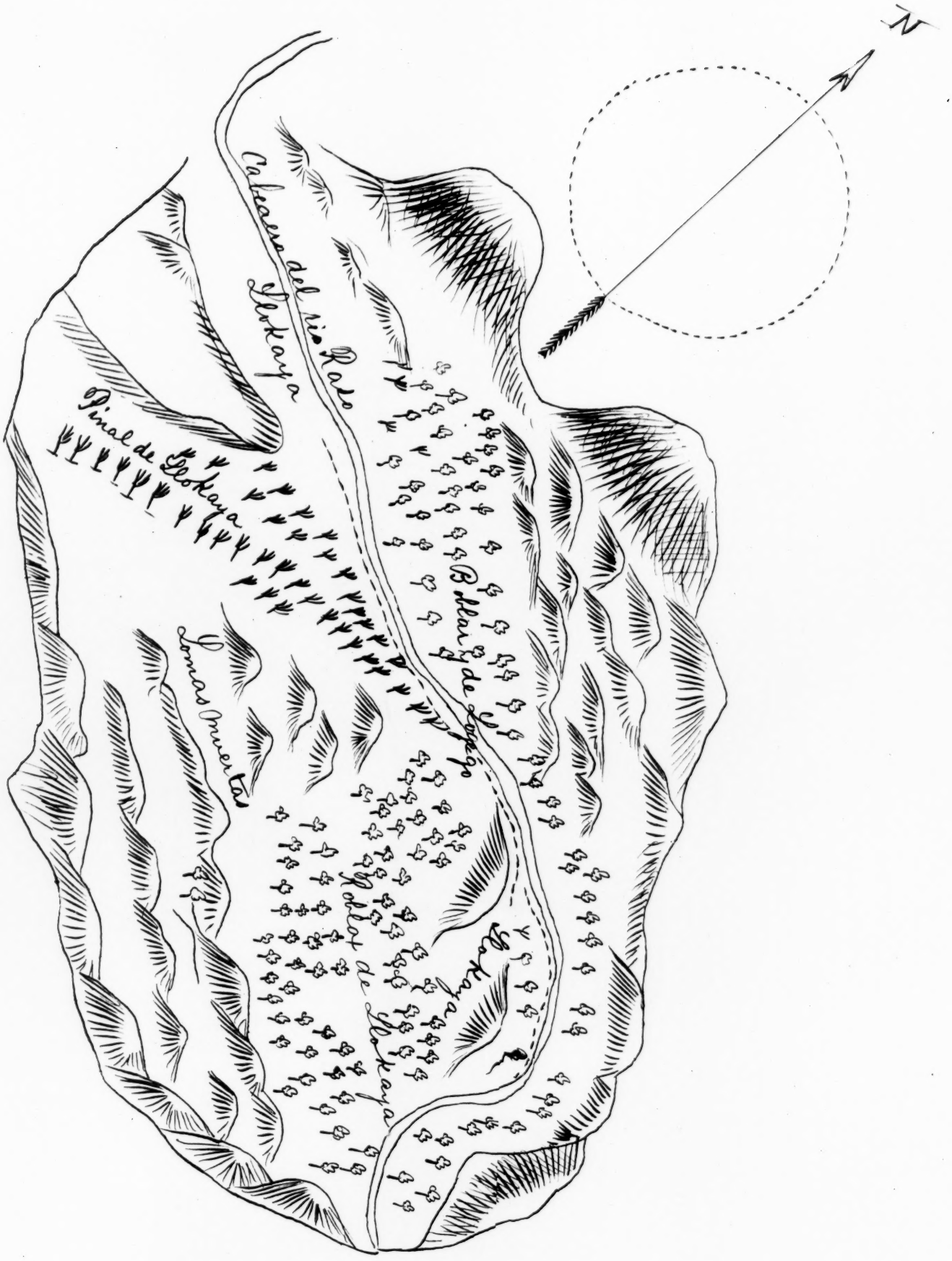
In testimony whereof, I have hereunto subscribed my name and affixed the seal of the said circuit court, at Philadelphia, this eighth day [SEAL.] of November, A. D. 1864, and in the eighty-ninth year of the independence of the said United States.

BENJ'N PATTON, *Clerk C. C.*

Filed December 5, 1864.

No 250. The U- States vs. Cayetano Juarez

p-9



Five varas Castillana

Map

Nº. 1552. Limited titles vs Martin
Nº. 2. p 96

Tulares Esteriles

Rancho de Pagues 1 league

Latitud Norte 30° 33' 45"

Los Picos

Rra Darchera

Rra Boga

Arroyo de Honcut

Rra Honcut

Rra Bubw

Rra Tomscha

Rra Yuba

Rra Mimal

Rancho de Nueva Mecklenburg

Arroyo de Yuba

Rra Bischu

Ra Hock

Rancho Hock

Rra Yukulme

Rra Olasch

Rancho Olasch

Tulares Esteriles

Rio del Sacramento.

Certifico que esta Mapa esta correcta Capia del original que representa con Color verde el terreno que pide el Suplicante

J. A. Sutter

Latitud 39° 1' 45"
26 miles from Sacramento City

Escala de Leguas.

Little Butte Creek

Corner WEST - EAST
Lat. 39° 48' 45"

From NALS to SAW Mill

92 Corner
91
90
89
88
87
86
85
84
83
82
81
80
79
78
77
76
75
74

NALS

Road

Chains

East Branch

Goodman's Store
COMPLIN

Cape Horn

66
65
64 West Branch Hamilton Co.

Nelson Bar

61
60
59
58
57
56
54
53
52
51
50
49
48
47
46

BRANCH

Cr.

Magnetic Declination

Fork Feather River.

INITIATORY SURVEY

INITIATORY SURVEY

OF THE

FLUGGE - RANCHO

CLAIMANT

THOM. O. LARKIN

FROM THE FIELDNOTES of NICHOLAS GRAY, DEPUTY SURVR.

SCALE: 05, 40 chains to an inch

The Rancho contains 21754. 65 Acres.

This Survey has been approved as being in conformity to the instructions of this office of the 21st of May 1852. based upon the order of the Board of Land Commissioners dated May 1st 1852 —

San Francisco Cal.
8th of December '52

Sam'l D. King
U. S. Surveyor General

I certify that this is a correct copy of the original Map.

San Francisco Cal.
8th of December 1852

Sam D. King
Surv. Gen'l

N° 252. U. S. v. Larkin
N° 1. Page 36

U. S. P. L. Exhibit to Deposition of Nicholas Gray. June 8 1855.

North Fork Feather River.

Ross Store

Spring

Fair View Valley

Gold Quartz

Quartz Mill

Mill

Mill

Mill

Creek

Smith's Store

Lower Store

FEATHER RIVER

BOLTERS BAR

White's Store

Middle Fork.

High Rock

Smith's Bar

White Rock

Stores & Long's bar

Stony Pt

Morris Ranche

Store

Store

South Table Mountains

Corner

LAT. 39° 33' 95"

C.J. W. E

INITIATORY SURVEY

OF THE

FLUGGE RANCHO

CLAIMANT

THOM. O. LARKIN

FROM THE FIELDNOTES of NICHOLAS GRAY, DEPUTY SURVR.

SCALE: 05, 40 chains to an inch

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8th of December 1852

Sam D. King
Surv. Genl

U. S. L. Exhibit to Deposition of Nicholas Gray. June 8 1855.

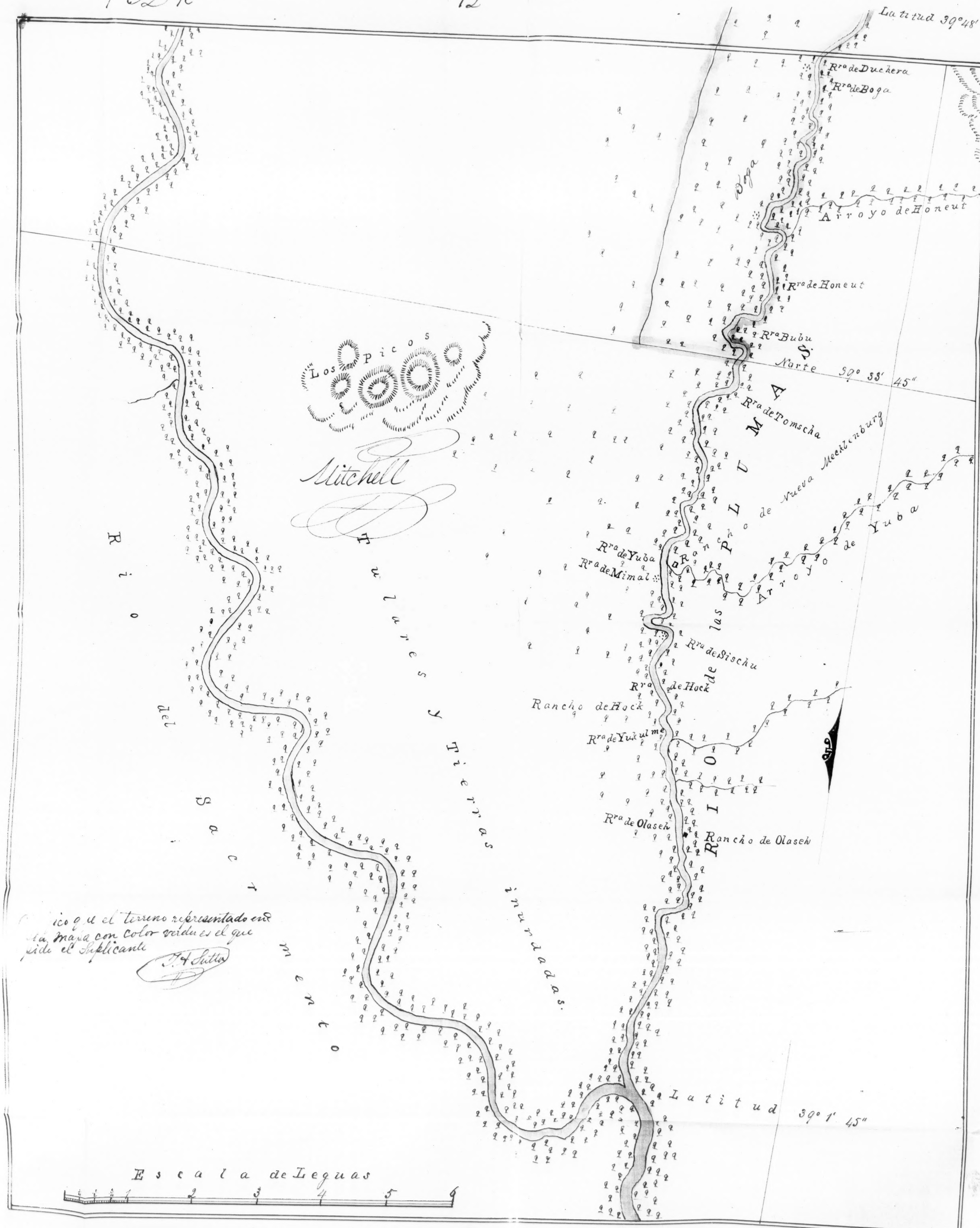
No 252. U. S. vs. Larkin
No 1. page 36

North Fork Feather River.

Mill
Mill
Mill
Creek
Ross Store
Spring Valley
Gold Quartz
Quartz Mill
Fair View Valley
Smith's Store
Lower Store
FEATHER RIVER
C. 3
W. E
Whites Store
BOLTERS BAR
Middle Fork.
Store
Morris Ravine
Store
South Table Mountains
Corn
LAT. 39° 33' 95"
E
Stony Pt
Stores
Long's bar
White Rock
Smith's Bar
High Rock

T 12 K

12



Nº 252 Latitud de Castro
B. 42

ico q u el terreno representado end
ta mapa con color verde es el que
ide el Suplicante

J. de Sutter

Carlos Guillemo Flugge

Vs 232. U. States vs. Larkin
p-119-

PLAT
of the
BOGA RANCHO
finally confirmed to
THos O. LARKIN
Surveyed under Instructions from the
U.S. SURVEYOR GENERAL
June 1859 by
James I. Trask D. pty Surv.r
Containing 22150 1/100 Acres,
Variation 15¾E
Scale 40 Chains to 1 Inch.

U. S. Surveyor General's Office
San Francisco December 5th 1859

I certify this to be a true copy of the Original Map on file in this Office, of the Official Survey of the "Boga Rancho" finally confirmed to Thos. O. Larkin

In Witness whereof I have hereunto signed my name and caused the Seal of this Office to be affixed, this Fifth day of December, One thousand eight hundred and fifty nine.

J. N. Mandeville
U.S. Surv. Gen.l Calif.a.

Public Land
Sec25 Land Sec30 Fernandez Rancho
Stak T.O.L. N.70 T. 13. 141 T.O.L. N.4. T14.
Sec36 Sec.31 TXVIIIN RIIIE Lot No 38
140
Sec. 1 Sec. 6
Sec.12 Stak 1/4 Sec. 139 Stake T.O.L. N.9 T.O.L. N.8
138
Stak T.O.L. N.10 137 Stake T.O.L. N.6
Road
Road
TXVIIN. RIIIE Lot No 38
136
Sec 31 1/4 Sec. Post
Sec. 6
Public Land
Feather River
Honcut Creek
Trasher's House
Trasher's Ranch
Fence
Gov Campbell's Farm
Fence
Mark Kinman's Farm
Thick Brush Bottom
Honcut Creek
Ranchería
Barn
Bennington's House
Sec34
1/4 Sec Post
Donahue's House
Slough
Sec 3
Feather River
Ranchería
Miller's house
Fence
Rancho

of the "Boga Rancho" finally confirmed to Thos. O. Larkin.

In Witness whereof I have hereunto signed my name and caused the Seal of this Office to be affixed, this Fifth day of December, One thousand eight hundred and fifty nine.

J. W. Mandeville

U. S. Surv. Gen'l Calfa.

Public Land

TXVIIN. RIIIE.

Lot № 38

Road

136

Sec 31

¼ Sec. Post

Sec. 6

Sec 34

¼ Sec Post

Sec 3

Donahue's House

Slough

Geo Campbell's Farm

Fence

Mark Kitmont's Farm

Thick Brush Point

Honcut creek

Rancheria

Fence

Barn

Tan House

Fence

Feather River

Rancho

HONCUT

Rancheria

Miller's house

Fence

Rancheria

Fence

Davis house

Hamilton to Marysville

Brush Line

Sec 31

32

33

34

¼ Post

¼ Corner

Sec

Stake T.O.L. No 3

Third Standard Line North.

SUTTER Claim

Stake T.O.L. No 5

Stake T.O.L. No 4.

Field

Fence & Fence

TXVIN. RIIIE,

Lot № 38

The Fieldnotes of the Boga Rancho and from which that Plat has been made out have been examined and approved and are on file in this office

U.S. Surveyor Generals Office

San Francisco California

October 4th 1859

(Signed)

J. W. Mandeville

U.S. Surv. Gen'l Calfa

Fieldnotes of the Boga Rancho.

№	Course	Dist	№	Course	Dist.	№	Course	Dist	№	Course	Dist.
1	S 14 ¼ W	5.50	37	S 39° E	3.00	73	N. 84¼ E	7.50	109	S 4° E	28.00
2	" 20 "	7.50	38	" 61½ W	4.50	74	S 45° "	16.50	110	" 14½ "	13.80
3	" 23 "	10.00	39	" 47 "	7.00	75	" 63½ W	6.00	111	" 49 W	21.00
4	" 39½ "	8.80	40	" 14 "	7.00	76	" 22½ "	7.40	112	West	2.50
5	" 71 "	21.00	41	S 4¼ E	4.50	77	" 69½ "	4.00	113	S 33½ W	4.00
6	N 73½ "	22.50	42	" 24¼ "	9.50	78	" 39 "	4.50	114	" 12 E	10.00
7	" 87 ¾ "	8.00	43	" 42½ "	9.50	79	" 71½ "	6.30	115	South	6.50
8	S. 51 "	7.00	44	" 53¼	3.00	80	N 79 "	16.00	116	S 8 W	10.00
9	" 4 E	21.00	45	" 61½	24.50	81	" 58¼	2.00	117	" 78½ "	10.00
10	" 22 "	28.50	46	" 59½	23.00	82	" 32 "	8.60	118	" 47 "	6.00
11	" 41 ¾ "	15.20	47	" 49½	12.00	83	S. 87½ "	10.00	119	" 27 "	5.00
12	" 43 "	32.80	48	" 45¾ W	8.00	84	" 31¼ "	1.60	120	" 52½ "	26.00
13	" 37¼	15.00	49	" 12¼ "	9.50	85	" 66 "	4.50	121	" 23 E	19.50
14	" 65 "	24.00	50	" 49 "	18.00	86	" 16 "	5.00	122	" 13¾ "	4.00
15	" 44¼ "	12.00	51	" 78 "	23.00	87	South	20.50	123	" 40 "	13.50
16	" 13½ "	31.00	52	" 28¾	7.00	88	S. 9 E	15.50	124	South	3.50
17	" 13¼ "	77.00	53	" 3 E	5.00	89	" 5 W	19.50	125	S 16¾ E	16.00
18	" 27 "	7.00	54	" 25¾ "	11.00	90	" 12 "	9.00	126	" 60 "	5.00
19	" 35 "	.50	55	" 22½ "	6.00	91	" 9 "	21.00	127	" 47½ "	7.00
20	" 52½ "	.50	56	" 8½ W	11.60	92	" 16½ E	8.00	128	" 64 "	8.00
21	" ¼ W	12.00	57	" 6 E	13.50	93	" 5½ "	15.00	129	" 84 "	14.30
22	" 56½ "	30.50	58	" 16 "	3.80	94	" 34¾ "	5.00	130	" 17¼ "	10.00
23	" 65 "	3.50	59	" 24½	9.50	95	" 67 "	6.50	131	" 32½ "	7.00
24	" 1¾ E	13.00	60	" 13¾ "	13.00	96	" 38½ "	5.00	132	" 4½ "	8.60
25	" 14 "	15.00	61	" 39½ "	9.50	97	" 65 "	4.00	133	" 89¼ W	237.50
26	" 38¼ "	10.50	62	" 65½ "	13.00	98	" 40 "	12.50	134	North	240.00
27	" 60¼ "	9.50	63	" 61¼ "	7.00	99	" 13½ W	22.70	135	S 89¼ W	40.00
28	" 38¾ "	11.80	64	" 16 "	6.50	100	" 36 E	4.50	136	North	360.00
29	" 52¼ "	7.00	65	" 10	6.50	101	" 9¾ "	6.00	137	S 89¼ W	20.00
30	" 30½	10.00	66	" 12½ W	6.20	102	" 123½ "	7.00	138	North	40.00
31	" 5¼	19.50	67	" 55 "	12.00	103	" 47¾	9.80	139	S 89¼ W	19.50
32	" 31¼ W	32.50	68	N 76½	25.00	104	South	2.50	140	North	213.41
33	" 12 "	10.50	69	S. 52	10.00	105	S 55 E	12.00	141	N 89¼ E.	232.10
34	" 75 "	14.50	70	" 23	9.00	106	N 84 "	34.00			1865.91
35	N 82 ¼ "	5.00	71	" 24½ E	19.40	107	S. 79 "	11.00			368.90
36	S 70¼ "	7.00	72	" 88 "	29.00	108	" 15 W	18.00			395.60
		820.60			395.60			368.90			330.60
											3.161.01

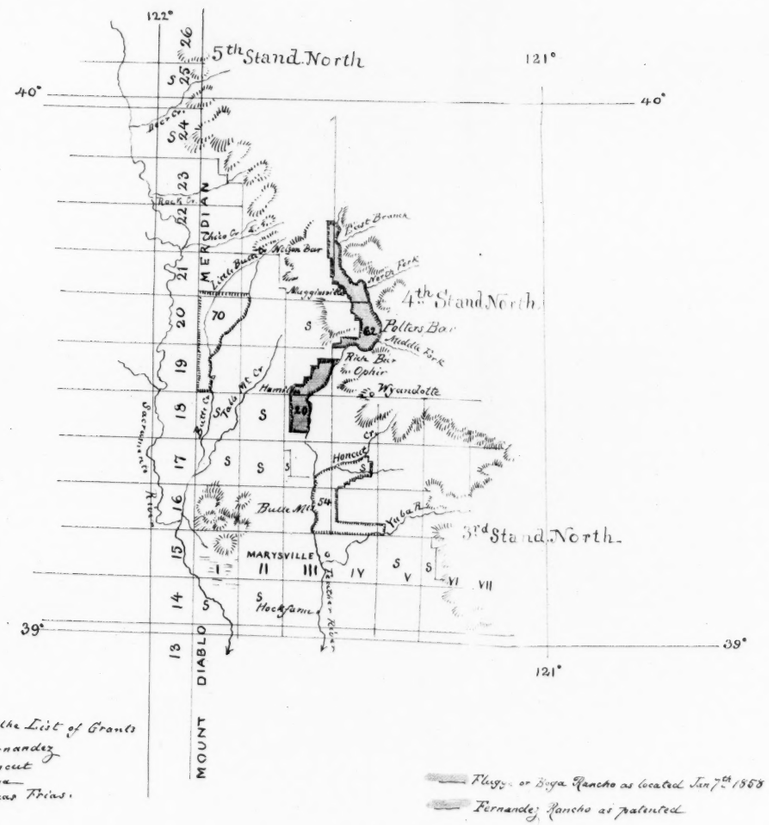
39 Miles 41 Chs. 01 Lks. Aggregate of Exterior Boundaries.

(5)

N.º 252. El Estado. 05 Cantin.
p. 139.

No 252. U. States vs Sutter
p. 103.

Exhibit No 1
to Deposition of
M. De Kirwan
J. B. W.



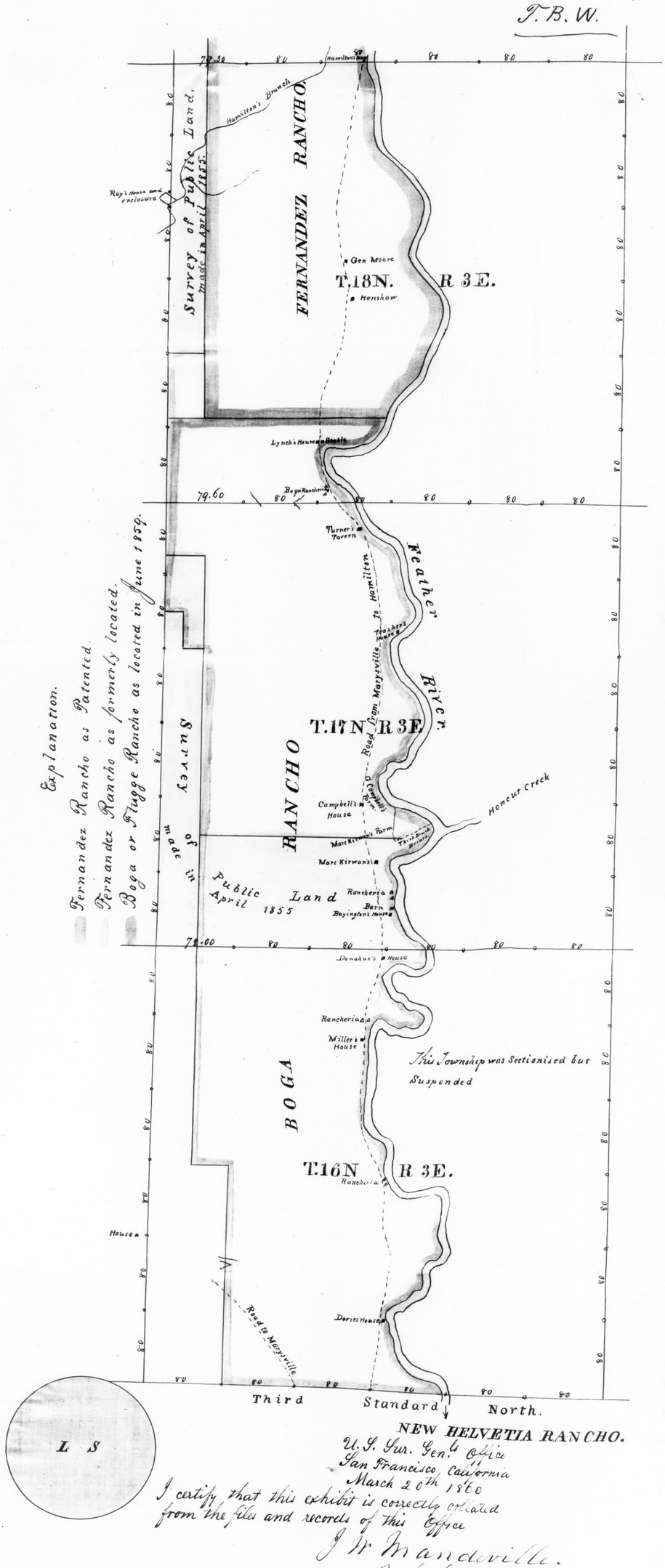
Scale 18 miles to 1 Inch.

I hereby certify that the above is a full and correct Copy from the Map of the Public Surveys in California for the Year of 1858
U S Sur. Gens Office
San Francisco
March 20 1860

J. W. Mandeville
U. S. Sur. Genl

N° 252. U. States vs Larkin
p-168.

Exhibit N° 2
to deposition of
M. McKirwan
T. B. W.



L S

U. S. Sur. Gen.'s Office
San Francisco, California
March 20th 1860

I certify that this exhibit is correctly collated from the files and records of this Office

J. W. Mandeville.
U. S. Surv. Gen.

A. P. L. Exhibit to deposition of John J. Vioget, March 8th 1855

No 93

John A. Sutter

New Helvetia

Filed in office, March 8. 1855

Geo. Fisher Deq

De los Terrenos Para la Colonia de NUEVA HELVETIA

J. Vioget ft. 1849.

Escala de millas Terrestres

1 2 3 6 9 12 15 18 21 24

This is a true Copy of the original Map made by me in 1841. for Cap. J. Sutter in made in 1843. Except some dotted lines wanting, to mark swampy lands on the original Map.

Pulgas Rancho 26th Jan. 1854 John J. Vioget

Lindero Latitud Norte 39° 38' 45"

Los tres Picos

Rancho de Borregos

Tierras Estériles y Tulares

Tierras Estériles

Tule

Rio del Sacramento

Rio de las Plumas

Rio de los Tules

Rio Sacramento

Rio Buba

Rio Sutter

Rio Yuba

Tamscha

Rancho de Mickamburg

Rancho

Rancho Mimale

Rio Mimal

Establecimiento de Boyeros

Rio Siches

Rancho Hock

Rio Hock

Establecimiento de Agricultura

Rio Tukulma

Rio Olasch

Rancho Olasch sp. las Viñas

Latitud 39° 1' 45"

Rio Buschum

Latitud 38° 48' 42"

Establecimiento

Rancho de Gentiles

Rancho de Nueva Helvetia

Rio Secumne

Rio Yacumne

Rancho del Paso

Rio Walagomnes

Tule

Lagunas

Tierras Esteriles

Lindero Latitud Norte 38° 41' 32"

Norte

No 252 U. States vs. Larkin

No 231

Nº 252. U. States vs. Larkin
Nº 2 p. 231.

10

Nosotros los infrascritos por estas presentes Certificamos i que el presente plano es una copia del plano que obra de uso y referencia al Señor Dn Manuel Michelltorena Gobernador del Departamento de las Californias, durante su administracion del Gobierno de dicho Departamento

Pablo de la Guerra
Jose Abrego

MAPA
Del Valle Del SACRAMENTO

Nº 147
Charles Coulland vsal
Rancho de Norcum
Filed in Office Sept. 6, 1853.
Wm. Carey

Certifico que este mapa es igual en todo que otro que se presentó al Gobierno del Señor Michelltorena encargado de su Secretaría Monterey Marzo 26 de 1837
Manuel Jimeno

Rancho de Boldan
Rancho de Chara
Rancho de Thomas
Rancho de Merritt
Rancho de Soto
Rancho de Farwell
Rancho de Hensley
Rancho de Oscio
Rancho de Neal
Rancho de Knight
Rancho de Hardy
Rancho de Sinclair
Rancho de Huber
Rancho de Leese
Rancho de Hartwell
Rancho de Cooper
Rancho de Chabolla
Rancho de Señal
Rancho de Yount
Rancho de las Bocas
Rancho de Bidwell
Rancho de Gutierrez
Rancho de Sicard
Rancho de Shelden
Rancho de Chamberlain
Rancho de Earnest
Rancho de Wolfskill
Rancho de Grimes
Rancho de Shadder
Rancho de Gordon
Rancho de Moore
Rancho de Moreno
Rancho de Rodriguez
Rancho de Dutty
Rancho de Dye
Rancho de Coloma
Rancho de Larkin
Rancho de Flugge
Rancho de Coulter
Rancho de Dowsing
Rancho de Leidesdorff
Rancho de Hudson
Rancho de Hastings
Rancho de Bidwell
Rancho de Davis
Rancho de Moles
Rancho de Wolfskill
Rancho de Grimes
Rancho de Sheldon
Rancho de Chamberlain
Rancho de Earnest
Rancho de Hartwell
Rancho de Cooper
Rancho de Chabolla
Rancho de Señal
Rancho de Yount
Rancho de las Bocas
Rancho de Bidwell
Rancho de Gutierrez
Rancho de Sicard
Rancho de Shelden
Rancho de Chamberlain
Rancho de Earnest
Rancho de Wolfskill
Rancho de Grimes
Rancho de Shadder
Rancho de Gordon
Rancho de Moore
Rancho de Moreno
Rancho de Rodriguez
Rancho de Dutty
Rancho de Dye
Rancho de Coloma
Rancho de Larkin
Rancho de Flugge
Rancho de Coulter
Rancho de Dowsing
Rancho de Leidesdorff
Rancho de Hudson
Rancho de Hastings
Rancho de Bidwell
Rancho de Davis
Rancho de Moles

Arroyo de los Tomates
Arroyo de los Pinos
Arroyo de los Ciervos
Arroyo de los Robles
Arroyo de los Osos
Arroyo de los Picos
Arroyo de los Tomates
Arroyo de los Pinos
Arroyo de los Ciervos
Arroyo de los Robles
Arroyo de los Osos
Arroyo de los Picos

Los Picos de Sutter
Los Picos de Sutter

TERRENO de las Plumas
TERRENO de Tuba
TERRENO de Tuba

Río de las Plumas
Río de Tuba
Río de Tuba

Río de Sacramento
Río de Sacramento
Río de Sacramento

Río de Cosumnes
Río de Cosumnes

Río de los Mokelumnes
Río de los Mokelumnes

Río de los Pecos
Río de los Pecos

Río de Coloma
Río de Coloma

Río de Feliz
Río de Feliz

Río de Yerba Buena
Río de Yerba Buena

Río de Copay
Río de Copay

Río de Santa Maria
Río de Santa Maria

Río de Jimeno
Río de Jimeno

Río de Rodriguez
Río de Rodriguez

Río de Moreno
Río de Moreno

Río de Dutty
Río de Dutty

Río de Chabolla
Río de Chabolla

Río de Hardy
Río de Hardy

Río de Sinclair
Río de Sinclair

Río de Grimes
Río de Grimes

Río de Shadder
Río de Shadder

Río de Gordon
Río de Gordon

Río de Moore
Río de Moore

Río de Moreno
Río de Moreno

Río de Rodriguez
Río de Rodriguez

Certifico: que este mapa
es igual a otro que se presentó
al Gobierno in tiempo del General
Micheltoreno cuando yo estaba
encargado de su Secretaria
Monterey Marzo 26 - de 1857
Juan C. Jimeno

No 147
Charles Cocilland et al
Rancho de Moncut
Filed in Office Sept. 6. 1853.
Geo. Fisher

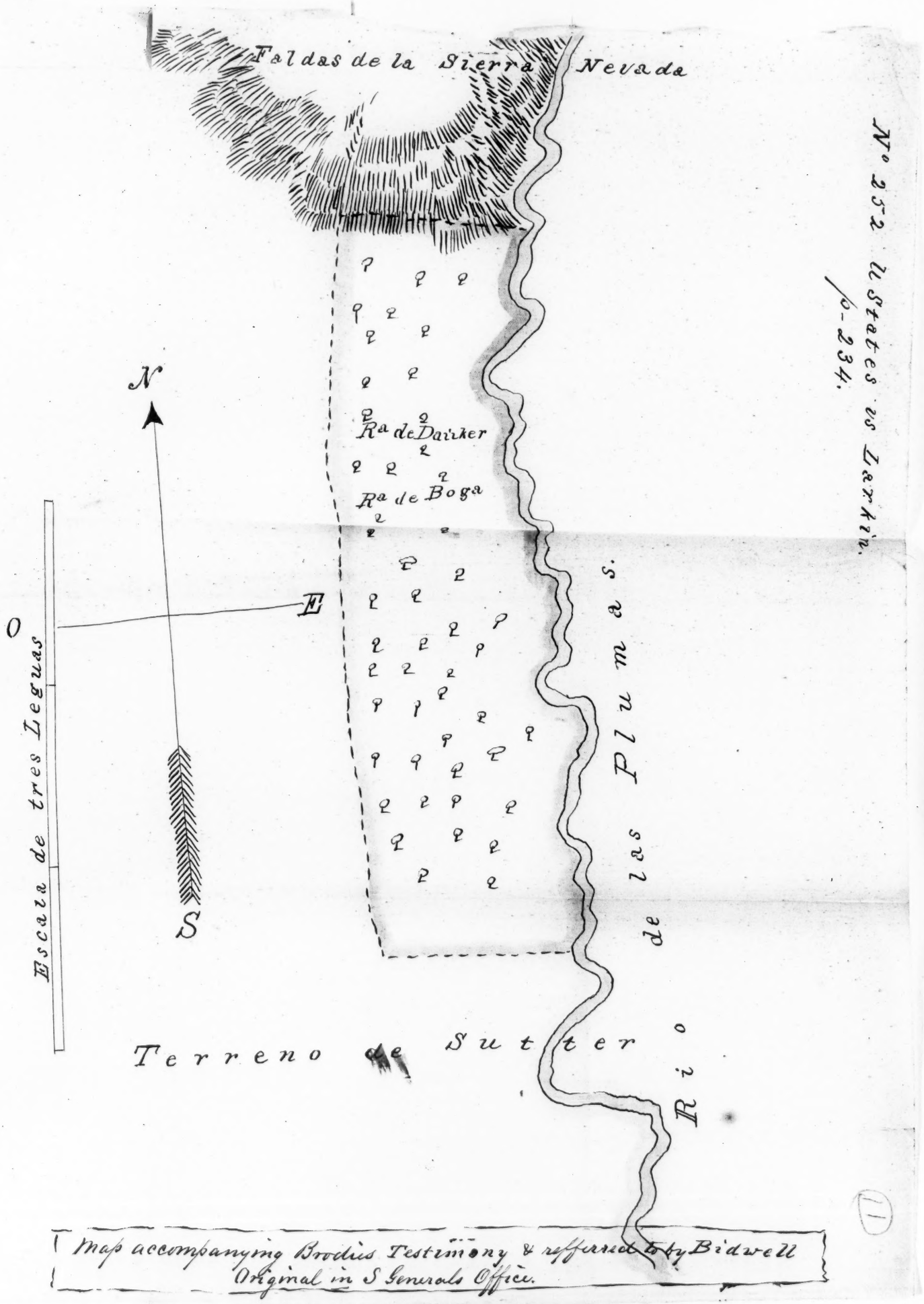
SIERRA NEVADA

SAN JOAQUIN

RIO

ESCALA DE QUINZE LEGUAS

BAHIA DE SAN FRANCISCO



Nº 252 U States vs Larkin.
C-234.

Map accompanying Brodies Testimony & referred to by Bidwell
Original in S Generals Office.

No 252 U States vs Larkin.
p-250.

Fourth Standard Line North.

T.20N. R.3E.

T.20N. R.4E.

T.19N. R.3E.

T.19N. R.4E.

Feather River or Rio de las Plumas

T.18N. R.3E.

T.18N. R.4E.

D — Line of Grant latitude 39° 41' 45" — D

C — Line of Grant latitude 39° 41' 45" — C

8 Miles

8 Miles

T.17N. R.3E.

Forest Creek

T.17N. R.4E.

T.17N. R.3E.

8 Miles

Koncut Creek

T.17N. R.4E.

B Line of "Latitude North 39°33'42" on Map A.P.L. located by the difference of latitudes between this line and the junction of Feather and Yuba Rivers on Map A.P.L. B
Rt de Koncut measured on Diagonal from the mouth of Koncut Creek.

A Line of "Latitude North 39°33'45" on Map A.P.L. located by the difference of latitudes between this line and the junction of Sacramento and Feather Rivers A.
or Latitude 39°1'45" on Map A.P.L.

Sec 16 Sec 15

T.16N. R.3E.

Dugan

Sec 21 Sec 22

T.16N. R.4E.

Sutter and Butte claims on Map A.P.L.

Third Standard Line North.

Feather River

Yuba

Marysville

Estero Yuba or

T.15N. R.3E.

T.15N. R.4E.

T.14N. R.3E

T.14N. R.4E

8 Miles

32

T.13N. R.3E

24¼ Miles by scale on this Map
23½ Miles by scale on Map A.P.L.

Feather River

Bear River

24½ Miles

Feather

Bear River

or

T.12 N. R.3E.

Plumas

Rio de las

T.12 N. R.4E.

T.11 N. R.3E.

T.11 N. R.4E.

Line corresponding to Line ★ of "Latitude 39° 1' 45" on Map A. P. L.

Sacramento

or

Sacramento

Rio del

Second Standard Line North.

River

Scale 80 Ch. to 1 inch.

T.10 N. R.3E.

T.10 N. R.4E.

13 Miles 67 Chains by section. Map A. P. L.
15½ Miles by scale on Map A. P. L.

20 Miles 26 Chains.

D Line of Grant Latitude 38° 49' 32" D

T.9 N. R.3E.

T.9 N. R.4E.

T.9 N. R.4E.

C Line of Grant Latitude 38° 49' 32". C

del Sacramento

or

Rio de los Americanos

Sacramento City

Sacramento River

45 Chains

8 Miles

8 Miles

Line of "Latitude 38° 45' 42" on Map A. P. L. located by the difference of latitudes between this line and the junction of Sacramento and American Rivers on Map A. P. L.

Line of "Latitude 38° 95' 92" on Map A. P. L. located by the difference of latitudes between this line and the junction of Sacramento and Des Chez Rivers on Map A. P. L.

T.11N. R.3E.

T.11N. R.4E.

Line corresponding to Line of "Latitude 39° 1' 45" on Map A. P. L.

Sacramento

or

Sacramento

del

Second Standard Line North.

Rio

River

Scale 80 Ch. to 1 inch.

T.10N. R.3E.

T.10N. R.4E.

13 miles Gr. calls by section lines, Map A.P.L. or 15½ Miles

D

Line of Grant Latitude 38° 49' 32"

D

T.9N. R.4E.

T.9N. R.4E.

20 Miles & 67 Chains.

T.9N. R.3E.

C

Line of Grant Latitude 38° 49' 32".

C

del Sacramento

or

Rio de los Americanos

Sacramento City

8 Miles

Line of "Latitude 38° 45' 42" on Map A. P. L. located by the difference of latitudes between this line and the junction of Sacramento and American Rivers on Map A. P. L.

8

Line of "Latitude 38° 45' 42" on Map A. P. L. located by the difference of latitudes between this line and the junction of Sacramento and Feather Rivers on Map A. P. L.

4 Miles & 13 Chs.

Sacramento River

5 Miles & 75 Chains

T.8N. R.4E.

T.8N. R.4E.

4 Miles 2 Chs.

B

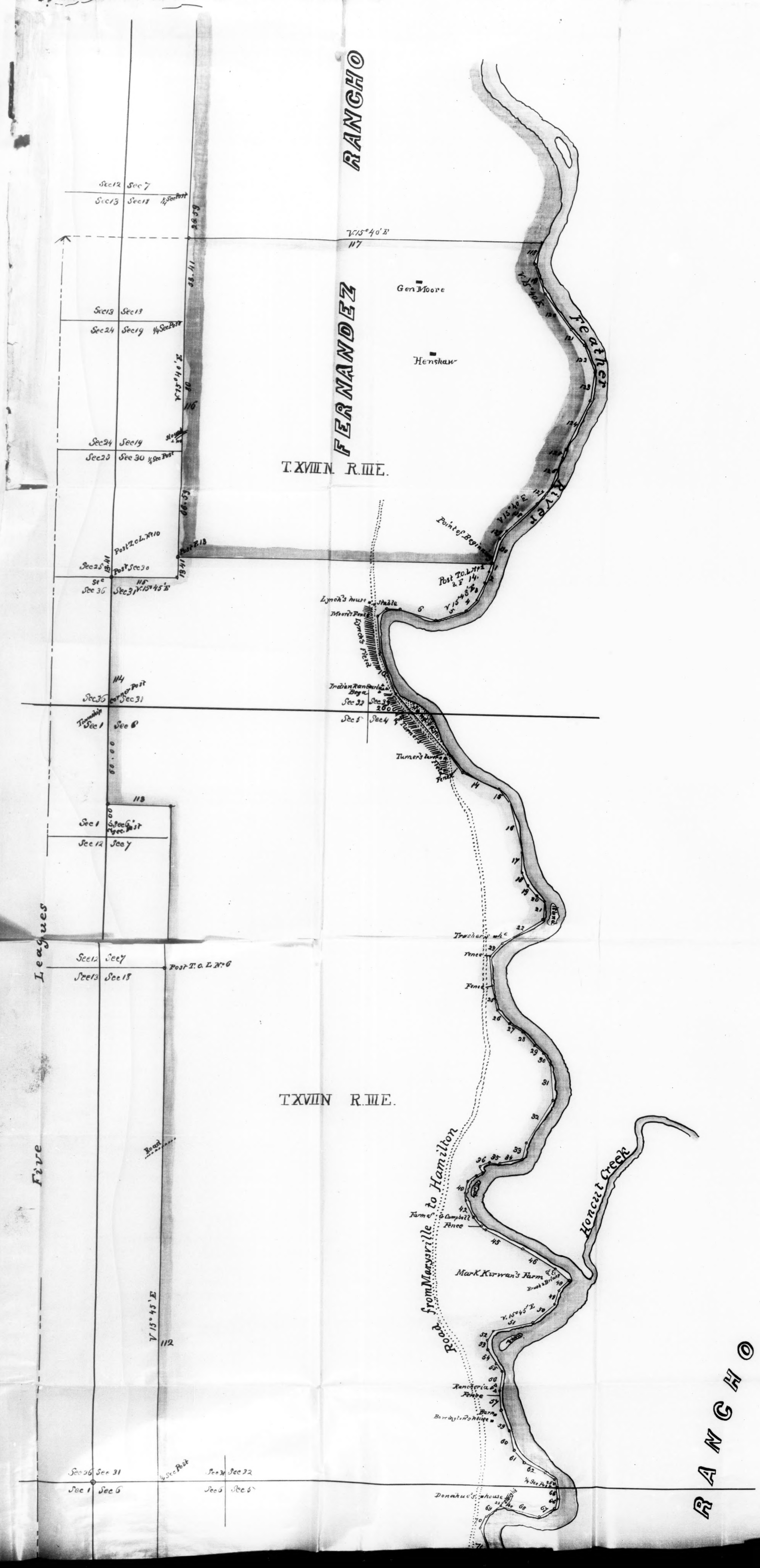
Line of "Linda to Latitude North 39° 41' 32" located by the difference of latitudes between this line and the junction of Sacramento and American Rivers on Map A. P. L.

B

A

Line of "Linda to Latitude North 38° 41' 32" on Map A. P. L. located by the difference of latitudes between this line and the junction of Sacramento and Feather Rivers on Map A. P. L.

A



PLAT

of the

BOGA RANCHO

finally confirmed to

THOS. O. LARKIN

as located by the

U.S. SURVEYOR GENERAL

January 1863

from field notes of survey in record in U.S. Surveyor Generals Office and in accordance with the decree rendered by the

HONORABLE OGDEN HOFFMAN U.S. DISTRICT JUDGE

November 15th 1862

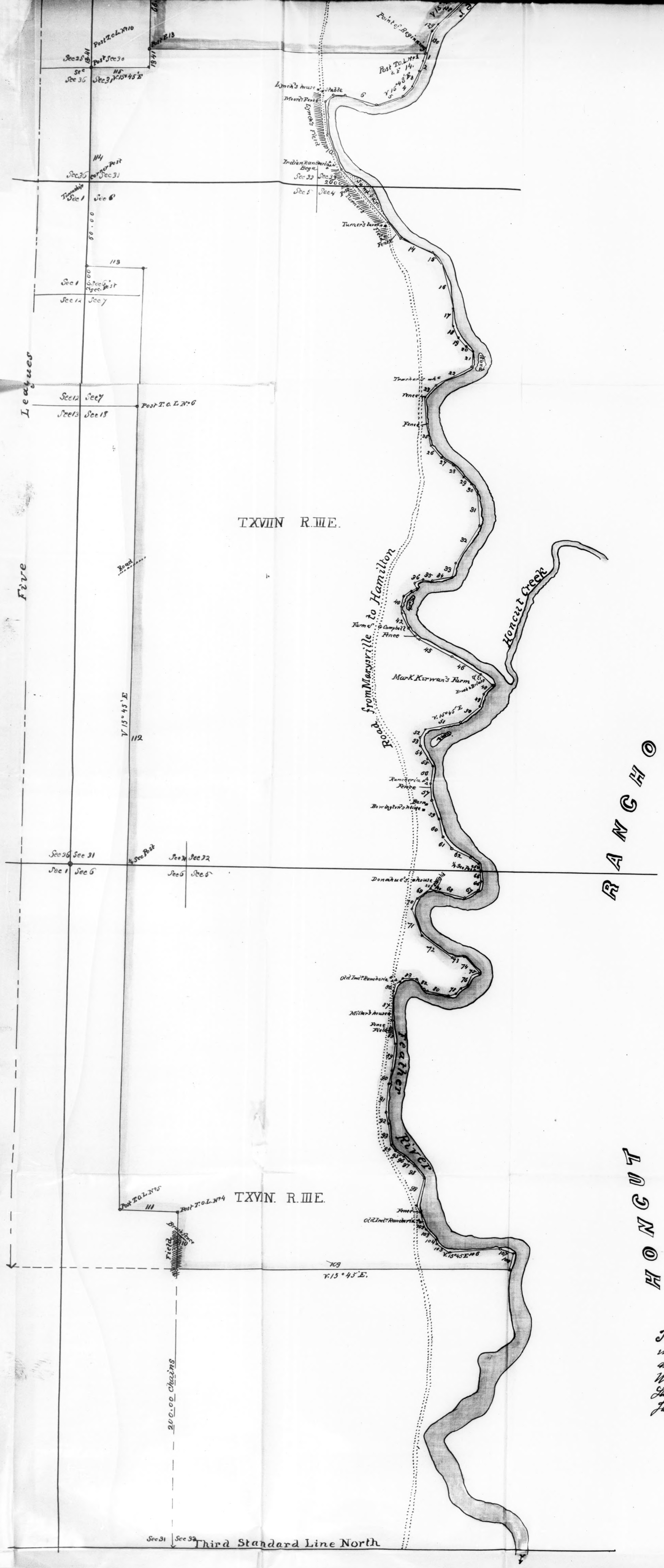
Containing 22.184 66/100 Acres

Scale 40 Chs to 1 inch

Variation 15° 40' to 15° 45' East

Boundaries.

No	Course	Dist	No	Course	Dist	No	Course	Dist	No	Course	Dist
1	S 14½° W	5.50	37	S 39° E	3.00	73	N 34½° E	7.50	109	S 89½° W	229.53
2	" 20 "	7.50	38	" 61½ W	4.50	74	S 45 "	16.50	110	North	40.00
3	" 23 "	12.00	39	" 47 "	7.00	75	" 68½ W	6.00	111	S 89¼ W	40.00
4	" 29½ "	3.80	40	" 14 "	7.00	76	" 22½ "	7.40	112	North	660.00
5	" 71 "	21.00	41	" 5¼ E	4.50	77	" 69½ "	4.00	113	S 89½ W	39.30
6	N 73½ "	22.50	42	" 24¼ "	9.50	78	" 39 "	4.50	114	North	140.00
7	" 87 ¾ "	8.00	43	" 42½ "	9.50	79	" 71½ "	6.30	115	N 89½ E	39.30
8	S. 51 "	7.00	44	" 52¼ "	3.00	80	N 79 "	16.00	116	North	213.41
9	" 4 E	21.00	45	" 61½ "	24.50	81	" 32¼ "	2.00	117	N 89½ E	217.07
10	" 22 "	28.50	46	" 59½	23.00	82	" 32 "	8.60	118	S 20° W	14.52
11	" 41¾ "	15.20	47	" 49½	12.00	83	S 87½ "	10.00	119	" 21¾ E	21.54
12	" 43 "	32.80	48	" 45¾ W	8.00	84	" 31¼ "	1.60	120	" 37¾ "	25.30
13	" 37¼ "	15.00	49	" 12¾ "	9.50	85	" 60 "	4.50	121	" 42 "	12.00
14	" 65 "	24.00	50	" 49 "	18.00	86	" 16 "	5.00	122	" 22 "	19.00
15	" 44¼ "	12.00	51	" 78 "	23.00	87	South	20.50	123	" 9 W	18.00
16	" 13½ "	31.00	52	" 28¾ "	7.00	88	S 9 E	13.50	124	" 24 "	34.00
17	" 1¾ "	11.00	53	" 3 E	5.00	89	" 5 W	19.50	125	" 18 "	4.90
18	" 27 "	10.00	54	" 25¾ "	12.00	90	" 12 "	9.00	126	" 17 "	18.00
19	" 35 "	5.50	55	" 22½ "	6.00	91	" 3 "	21.00	127	" 38 "	15.00
20	" 52½ "	8.50	56	" 8¼ W	11.60	92	" 16½ E	8.00	128	" 44½ "	23.70
21	" 0½	12.00	57	" 6 E	13.50	93	" 5½ "	13.00	129	" 43 "	2.80
22	" 56½ "	30.50	58	" 16 "	3.80	94	" 34¾ "	5.00	130	" 12 "	15.29
23	" 35 "	9.50	59	" 24½ "	9.50	95	" 67 "	6.50	....	.....	.....
24	" 1¾ E	19.00	60	" 13¾ "	13.00	96	" 38½ "	8.00	....	.....	.....
25	" 14 "	15.00	61	" 39½ "	9.50	97	" 65 "	4.00	....	.....	.....
26	" 39¼ "	10.50	62	" 65½ "	13.00	98	" 40 "	12.50	....	.....	.....
27	" 60¾ "	9.50	63	" 61½ "	7.00	99	" 13½ W	22.70	....	.....	.....
28	" 38¾ "	11.80	64	" 16 "	6.50	100	" 36 E	4.50	....	.....	.....
29	" 52¼ "	7.00	65	" 10 "	6.50	101	" 9¾ "	6.00	....	.....	.....
30	" 30½ "	10.00	66	" 12½ W	6.30	102	" 23½ "	7.00	....	.....	.....
31	" 5¼ "	19.50	67	" 35 "	12.00	103	" 47¾ "	9.80	....	.....	.....
32	" 31¼ W	32.50	68	N 76½ "	25.00	104	South	2.50	....	.....	.....
33	" 12 "	10.50	69	S 52 "	10.00	105	S 55 E	12.00	....	.....	.....
34	" 75 "	14.50	70	" 23 "	9.00	106	N 84 "	34.00	....	.....	.....
35	N 82¼ "	5.00	71	" 24½ E	19.40	107	S 79 "	11.00	....	.....	.....
36	S 70¾ "	7.00	72	" 55 "	23.00	108	" 15 W	12.10	....	.....	.....



PLAT

of the

BOGA RANCHO

finally confirmed to

THOS O. LARKIN

as located by the

U.S. SURVEYOR GENERAL

January 1863

from field notes of survey in record in U.S. Surv.r Genrals Office
and in accordance with the decree rendered by the

HONORABLE OGDEN HOFFMAN U.S. DISTRICT JUDGE

November 15th 1862

Containing 22.184 66/100 Acres

Scale 40 Chs to 1 inch

Variation 15°40' to 15°45' East

13

Boundaries.

N°	Course	Dist	N°	Course	Dist	N°	Course	Dist	N°	Course	Dist
1	S 14¼° W	5.50	37	S 29° E	3.00	73	N 34¼° E	7.50	109	S 89½° W	229.53
2	" 20 "	7.50	38	" 61½ W	4.50	74	S 45 "	16.50	110	North	40.00
3	" 23 "	12.00	39	" 47 "	7.00	75	" 65½ W	6.00	111	S 89¼ W	40.00
4	" 29½ "	3.80	40	" 14 "	7.00	76	" 22½ "	7.40	112	North	660.00
5	" 71 "	21.00	41	" 5¼ E	4.50	77	" 69½ "	4.00	113	S 89¼ W	39.30
6	N 73½ "	22.50	42	" 24¼ "	9.50	78	" 29 "	4.50	114	North	140.00
7	" 87¾ "	8.00	43	" 42½ "	9.50	79	" 71½ "	6.30	115	N 89½ E	39.30
8	S. 51 "	7.00	44	" 52¼ "	3.00	80	N. 79 "	16.00	116	North	213.41
9	" 4 E	21.00	45	" 61½ "	24.50	81	" 32¾ "	2.00	117	N 89½ E	217.04
10	" 22 "	28.50	46	" 59½	23.00	82	" 32 "	8.60	118	S 20½ W	14.52
11	" 41¾ "	13.20	47	" 49½	12.00	83	S 87½ "	10.00	119	" 21¾ E	21.54
12	" 43 "	32.80	48	" 45¾ W	8.00	84	" 31¼ "	1.68	120	" 37¾ "	25.30
13	" 37¼ "	15.00	49	" 12½ "	9.50	85	" 60 "	4.50	121	" 42 "	12.00
14	" 65 "	24.00	50	" 49 "	18.00	86	" 16 "	5.00	122	" 22 "	19.00
15	" 44¼ "	12.00	51	" 78 "	23.00	87	South	20.50	123	" 9. W	18.00
16	" 13½ "	21.00	52	" 28¾ "	7.00	88	S 9 E	13.50	124	" 24 "	34.00
17	" 1¾ "	11.00	53	" 3 E	5.00	89	" 5 W	19.50	125	" 18 "	4.90
18	" 27 "	10.00	54	" 25¾ "	17.00	90	" 12 "	9.00	126	" 17 "	18.00
19	" 35 "	5.50	55	" 22½ "	6.00	91	" 3 "	21.00	127	" 38 "	15.00
20	" 52½ "	8.50	56	" 8¼ W	11.00	92	" 16½ E	8.00	128	" 44½ "	22.70
21	" 0½	12.00	57	" 6 E	13.50	93	" 5½ "	13.00	129	" 43 "	8.80
22	" 56¾ "	30.50	58	" 16 "	3.80	94	" 34¾ "	5.00	130	" 12 "	13.29
23	" 35 "	9.50	59	" 24½ "	9.50	95	" 67 "	65°	.....	.....	.....
24	" 1¾ E	19.00	60	" 13¾ "	13.00	96	" 38½ "	5.00	....	.....	.....
25	" 14 "	15.00	61	" 39½ "	9.50	97	" 65 "	4.00	....	.....	.....
26	" 39¼ "	10.50	62	" 65½ "	13.00	98	" 40 "	12.50	....	.....	.....
27	" 60¾ "	9.50	63	" 61¼ "	7.00	99	" 13½ W	22.70	....	.....	.....
28	" 38¾ "	11.80	64	" 16 "	6.50	100	" 36 E	4.50	....	.....	.....
29	" 32¼ "	7.00	65	" 10 "	6.50	101	" 9¾ "	6.00	....	.....	.....
30	" 30½ "	10.00	66	" 12½ W	6.30	102	" 23½ "	7.00	....	.....	.....
31	" 5¼ "	19.50	67	" 55 "	12.00	103	" 47¾ "	9.80	....	.....	.....
32	" 31¼ W	32.50	68	N. 76½ "	25.00	104	South	2.50	....	.....	.....
33	" 12 "	10.50	69	S. 52 "	10.00	105	S 55 E	12.00	....	.....	.....
34	" 75 "	14.50	70	" 23 "	9.00	106	N. 84 "	34.00	....	.....	.....
35	N 82½ "	5.00	71	" 24½ E	19.40	107	S. 79 "	11.00	....	.....	.....
36	S. 70¾ "	7.00	72	" 55 "	23.00	108	" 15 W	12.14	....	.....	.....

U. S. Surveyor Genl's Office
San Francisco California

I certify this to be a fully true and correct Copy of the original Plat on file in this Office of the official Survey of the Boga Rancho finally confirmed to Thos O. Larkin.

In witness whereof I have hereunto signed my name and caused the Seal of this Office to be affixed this the 10th day of January 1863.

(13)

E. J. Beale,
U. S. Surv.r Gen.l Cal.

This Plat of the "Boga Rancho" has been compiled from examined and approved field notes on record in this Office of the Survey of the Boga Rancho executed by James L. Frask.n dep.t surv.rs in June 1859 and of the Survey of the Fernandez Rancho executed by A. P. Fremont dep.t surv.r in April 1857

U. S. Surveyor Genl's Office
San Francisco California
January 9th 1862

Approved Jan.y 15th 1863
Ogden Hoffman
Dist.t Judge

E. J. Beale,
U. S. Surv.r Gen.l Cal.a

"A. P. L." Exhibited in deposition of John J. H. Grammont, Nov 15. 1854.

No. 280. U.S. vs. Soto, P. 54 No 1

Topographical Map

showing the position of the Rancho of
FRANCISCO SOTO dec.
on the San Lorenzo creek.
County of Alameda
Surveyed October 1854 by
J. J. H. GRAMMONT.

No. 524
Barbara Soto et al.
San Lorenzo
Filed in office Nov 17. 1854.
Geo. Fisher
Secty

Vacant Land

M

Y

N 15½ E 561.00 Chains

S 70° 30' W 532.00

San Lorenzo Creek

Var 15° E

Hayward's House

Casa de Guillermo Castro

Soajon

Wilson's Store

RANCHO DE FRANCISCO SOTO

Containing 6983 acres

San Antonio to Jesus Maria Mission

Arroyo del Valle

Vallejo

Rancho de Jose Jesus Vallejo

Scale 40 chains to one inch

0 Ch. 5 10 20 30 40 50 60 70 80 90 100 Chains

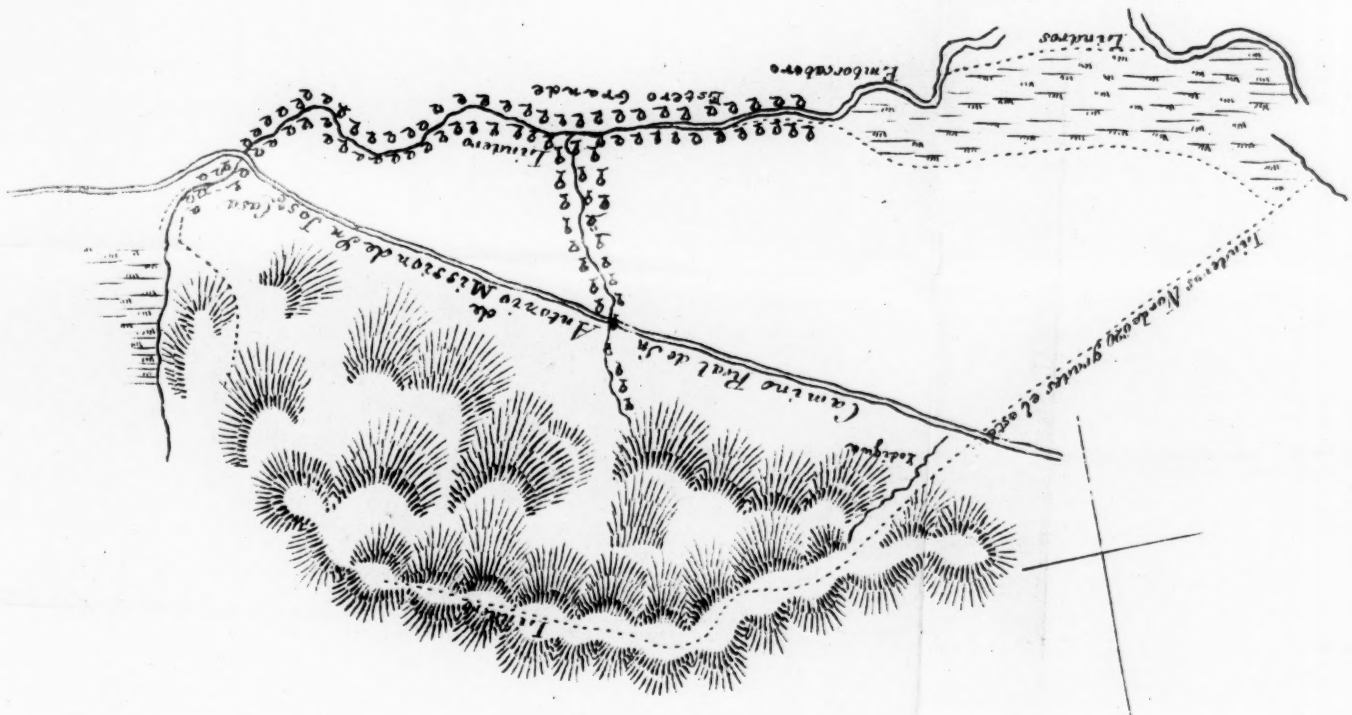
Note, At B is a pile of Rocks the corner of Vallejos Survey

(Endorsed)
No. 5244-1
Barbara Soto et al
vs
San Lorenzo
"
"Delano" —

D. P. L. Exhibit to Depo
ution of John J. Key
Sramento Nov 15
1854

Filed in Office Nov 17
1854
Geo. Hansen
By Seely

No 280. M.S. Scale
P 54
No 2



16

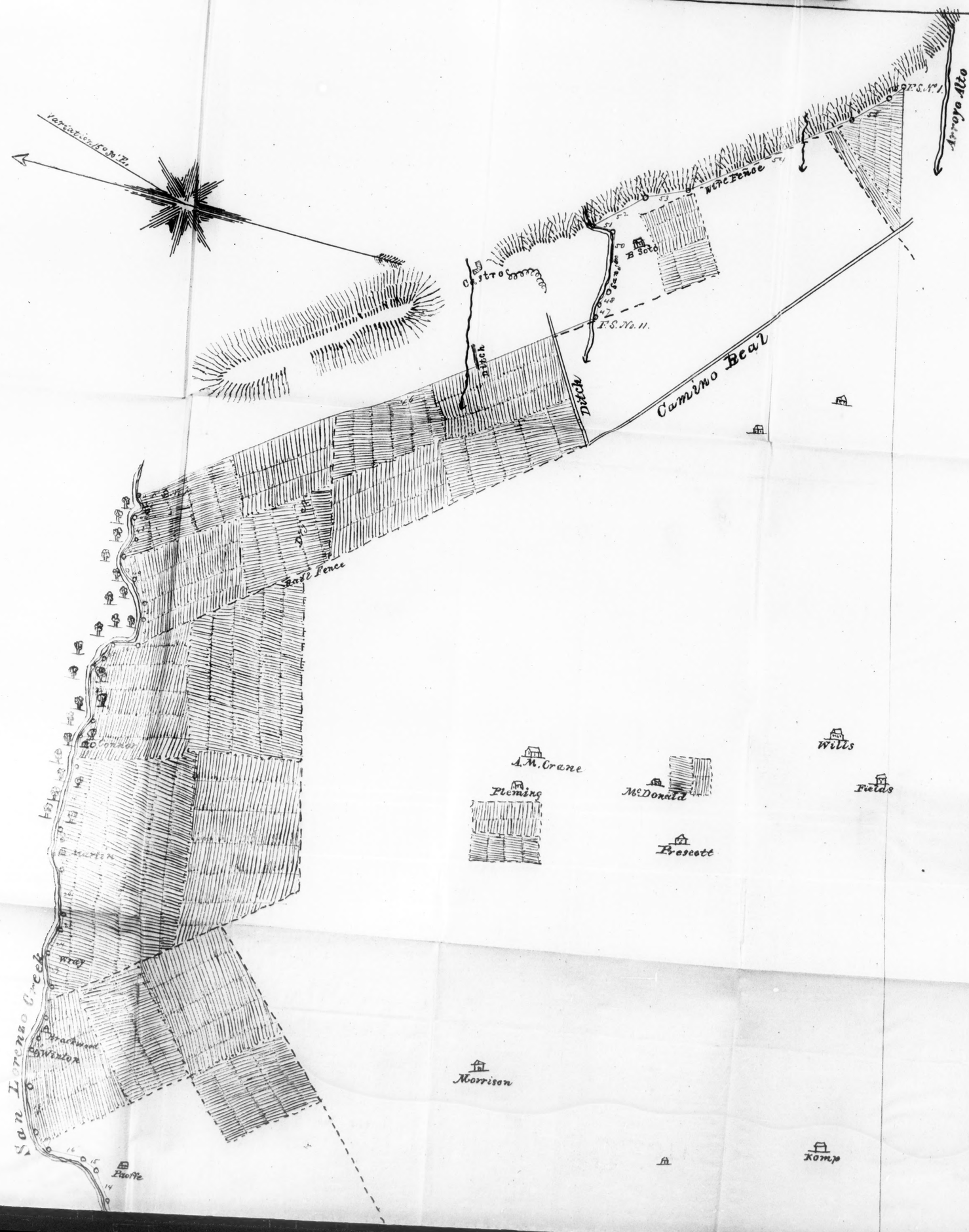
U.S. No 2 Annexed to dep. of H.A. Higley
526

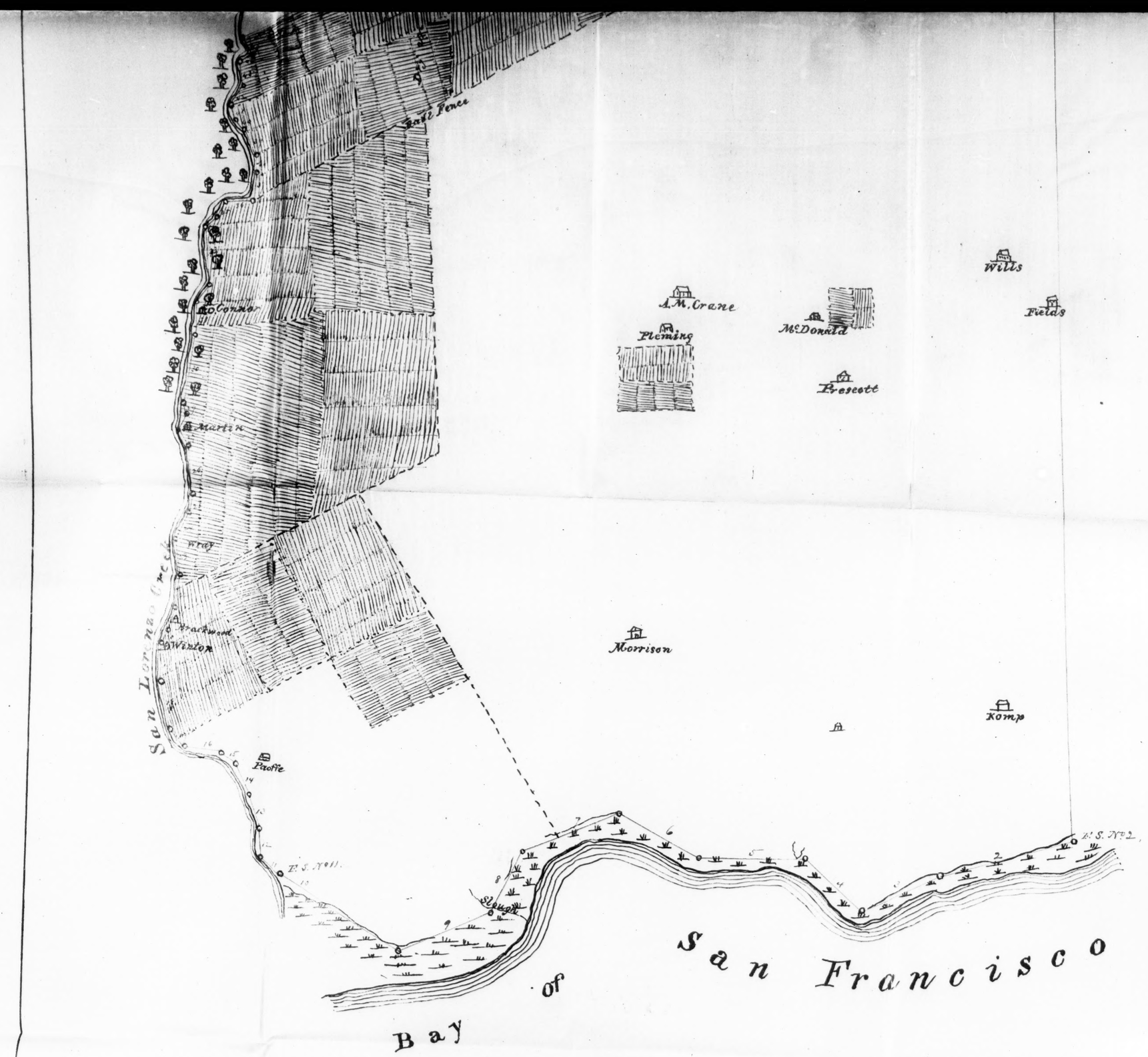
No. 280. U.S. vs. Soto.
P. 66.

No. 524.

Barbara Soto et als
San Lorenzo
Filed in Office Nov. 30. 1854

Geo Fisher
Secy


Variation 15° E.
Arroyo Alto
P.S. No. 1
Wire Fence
B Soto
Castro
P.S. No. 11.
Ditch
Camino Real
Post
Rail
Post
Rail
Post
Rail



Courses

No	Bearing	Distance Chains		No	Bearing	Distance Chains
1	S. 17½° W	340.00		29	N. 62½ E	3.95
2	N. 26 W	39.00		30	S. 88¾ E	16.00
3	N. 37 W	22.00		31	N. 83¼ E	9.00
4	N. 30 E	21.26		32	S. 58½ E	5.43
5	N. 4 W	28.00		33	N. 73¾ E	15.00
6	N. 18 E	24.00		34	S. 46½ E	3.98
7	N. 9 W	27.50		35	S. 69 E	5.07
8	N. 77¾ W	19.00		36	S. 11½ E	7.08
9	N. 32¾ W	27.00		37	S. 88¾ E	7.50
10	N. 18¾ E	39.30		38	N. 75½ E	4.55
11	N. 86 10 E	7.90		39	N. 55½ E	7.50
12	N. 83 E	8.50		40	N. 24½ E	4.00
13	N. 59¾ E	8.17		41	N. 68½ E	3.89
14	N. 53¾ E	8.35		42	S. 60½ E	6.06
15	N. 33 E	4.78		43	N. 73 E	7.00
16	N. 2¼ W	10.40		44	S. 36¾ E	4.39
17	N. 41¾ E	6.26		45	N. 35½ E	5.25
18	N. 64¼ E	12.50		46	S. 36.00 E	144.00
19	N. 77¼ E	11.05		47	N. 76¾ E	3.42
20	S. 67½ E	3.66		48	S. 63 E	4.00
21	S. 83¼ E	5.89		49	S. 88½ E	5.90
22	N. 85½ E	9.00		50	N. 78 E	12.50
23	N. 70½ E	5.76		51	43 E	6.10
24	S. 70½ E	8.50		52	S. 43½ E	17.35
25	S. 86 E	4.86		53	S. 27¼ E	12.00
26	N. 69 E	12.35		54	S. 38½ E	52.19
27	N. 44½ E	5.45		55	S. 45¼ E	12.34
28	S. 72 E	5.00		56	S. 60 E	7.56

MAP

of the

RANCHO DE SAN LORENZO.

comprising 6332. Acres)

Claimed by

BARBARA SOTO & OTHERS

Surveyed by H.A. HIGLEY U.S. Deputy Surveyor

January 1854.

Scale 20. Chs to the inch

16

T 524 — II
Expediente

(11) 9

Rancho de Arroyo

Rancho de Dr Jesus Vallejo

Arroyo de las Zopilotes

Arroyo de Sn Lorenzo

Arroyo que corre de las trampas

Arroyo de Sn Leandro

Rancho de Sn Antonio

Rancho de las Piedras

Rancho de las Moras

corral

Casa

Plan de Sn Lorenzo Escala de Las Leguas

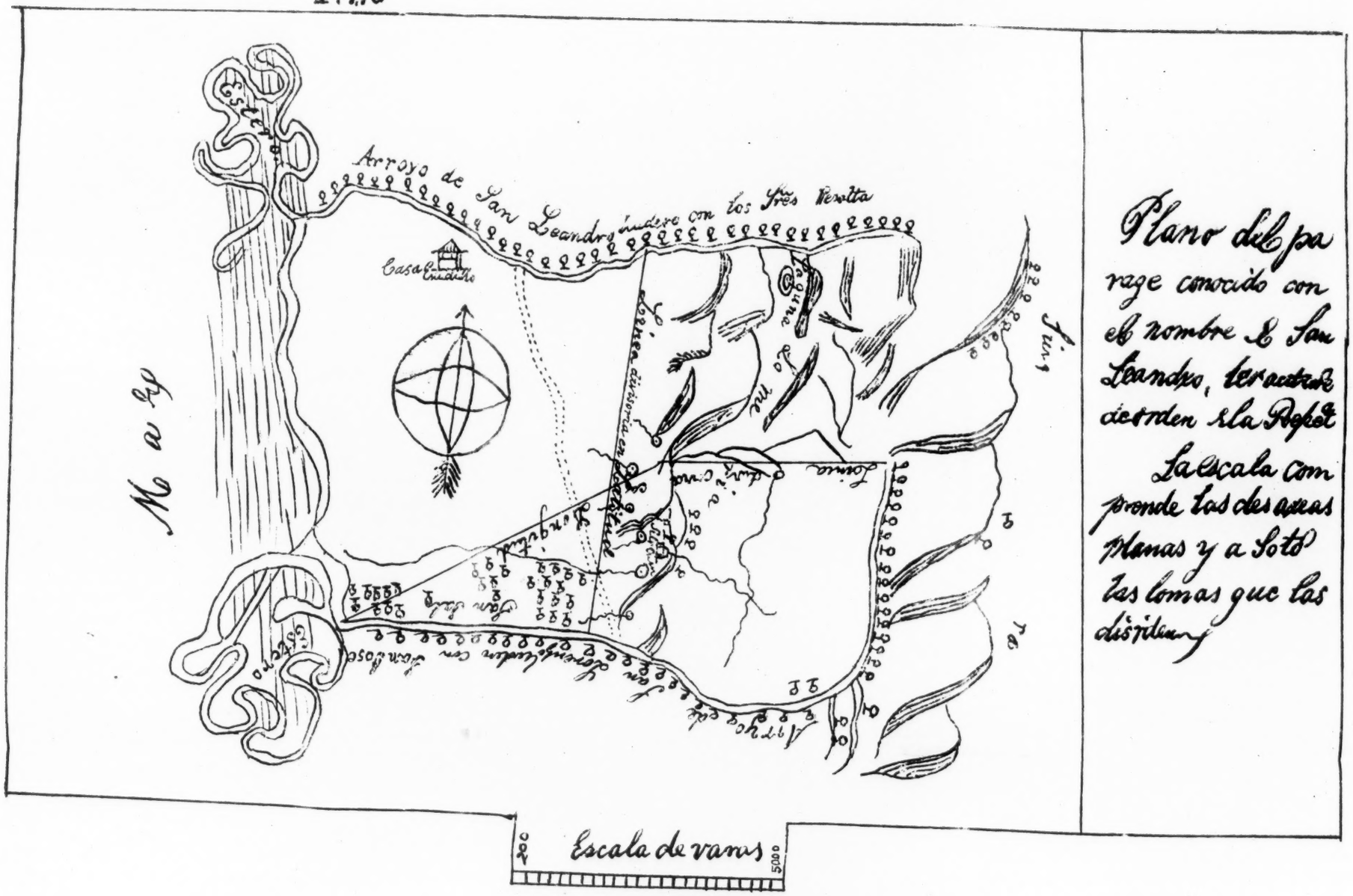
Rancho de Dr Jn Estadillo

Rancho de las Sras Ma Soto

Islande Sn Lorenzo

Nº 280. U.S vs Soto
P. 94

Nº 280 U. S. vs Soto
P. 110



Plano del paraje conocido con el nombre de San Leandro, levantado de orden de la Superioridad

La escala comprende las desarenas llanas y a Soto las lomas que las dividen

No. 280. U.S Vs Soto. P138.

MAP

of the

SAN LORENZO RANCHO

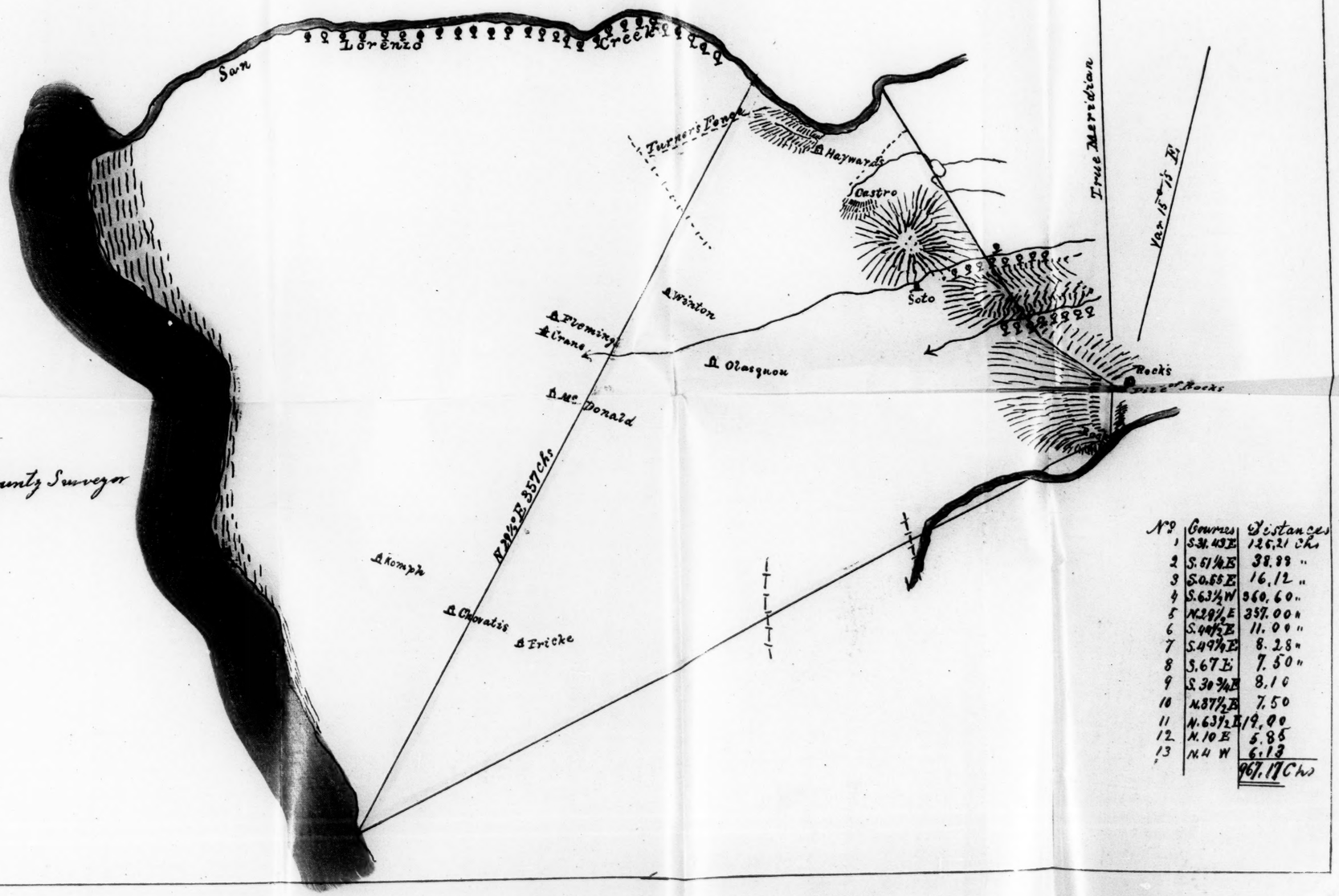
comprising 3.796 acres

Surveyed for A.M.Crane

By H.A. Higley County Surveyor

Sept. 18th 1853.

Scale. 40 Chs. to the inch



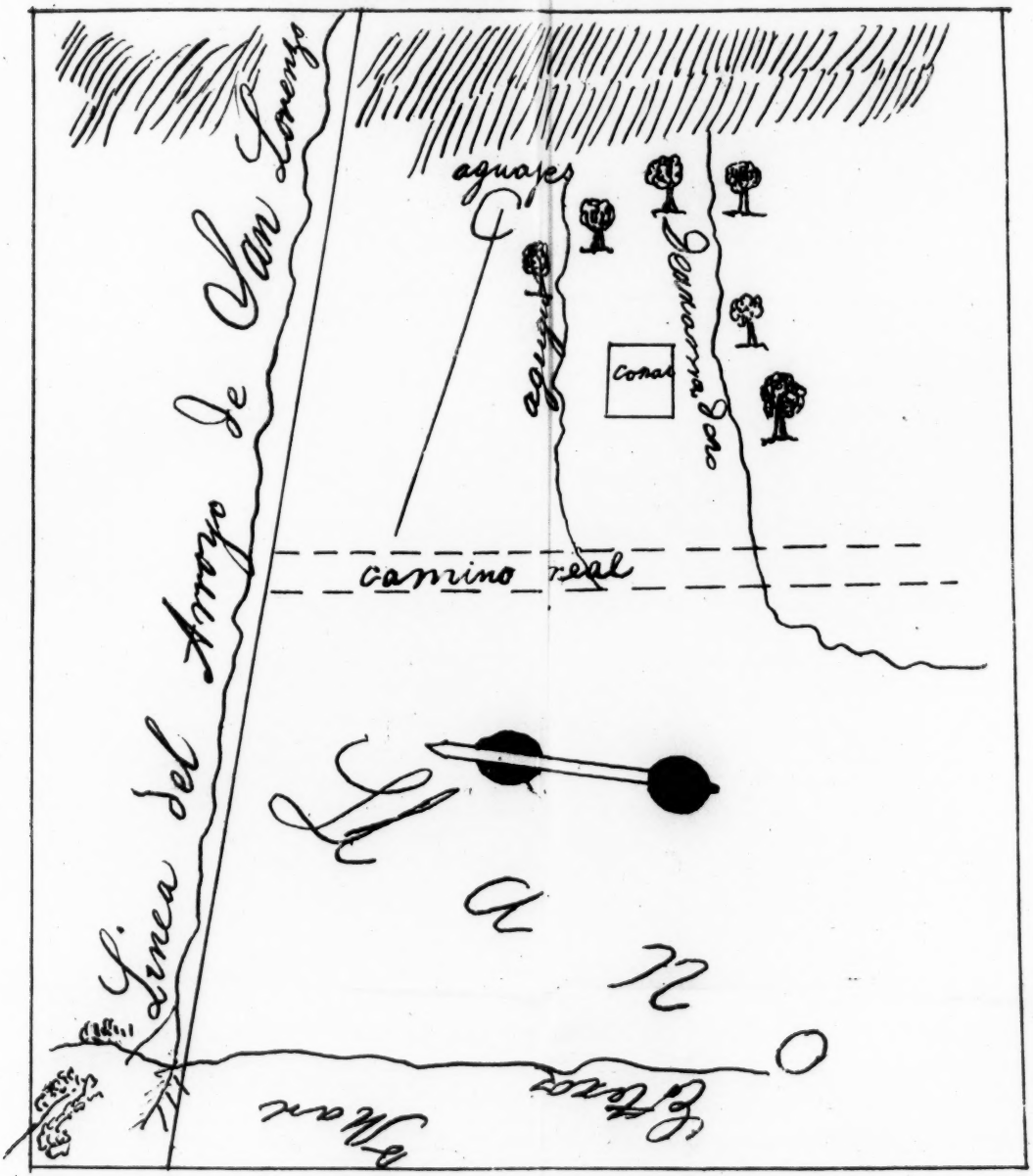
No	Courses	Distances
1	S.31.45 E	125.21 Chs
2	S.61¼ E	38.88 "
3	S.0.55 E	16.12 "
4	S.63½ W	360.60 "
5	N.29½ E	357.00 "
6	S.40½ E	11.09 "
7	S.49¾ E	8.28 "
8	S.67 E	7.50 "
9	S.30¾ E	8.10
10	N.37½ E	7.50
11	N.63½ E	19.90
12	N.10 E	5.85
13	N.4 W	6.13
		967.17 Chs

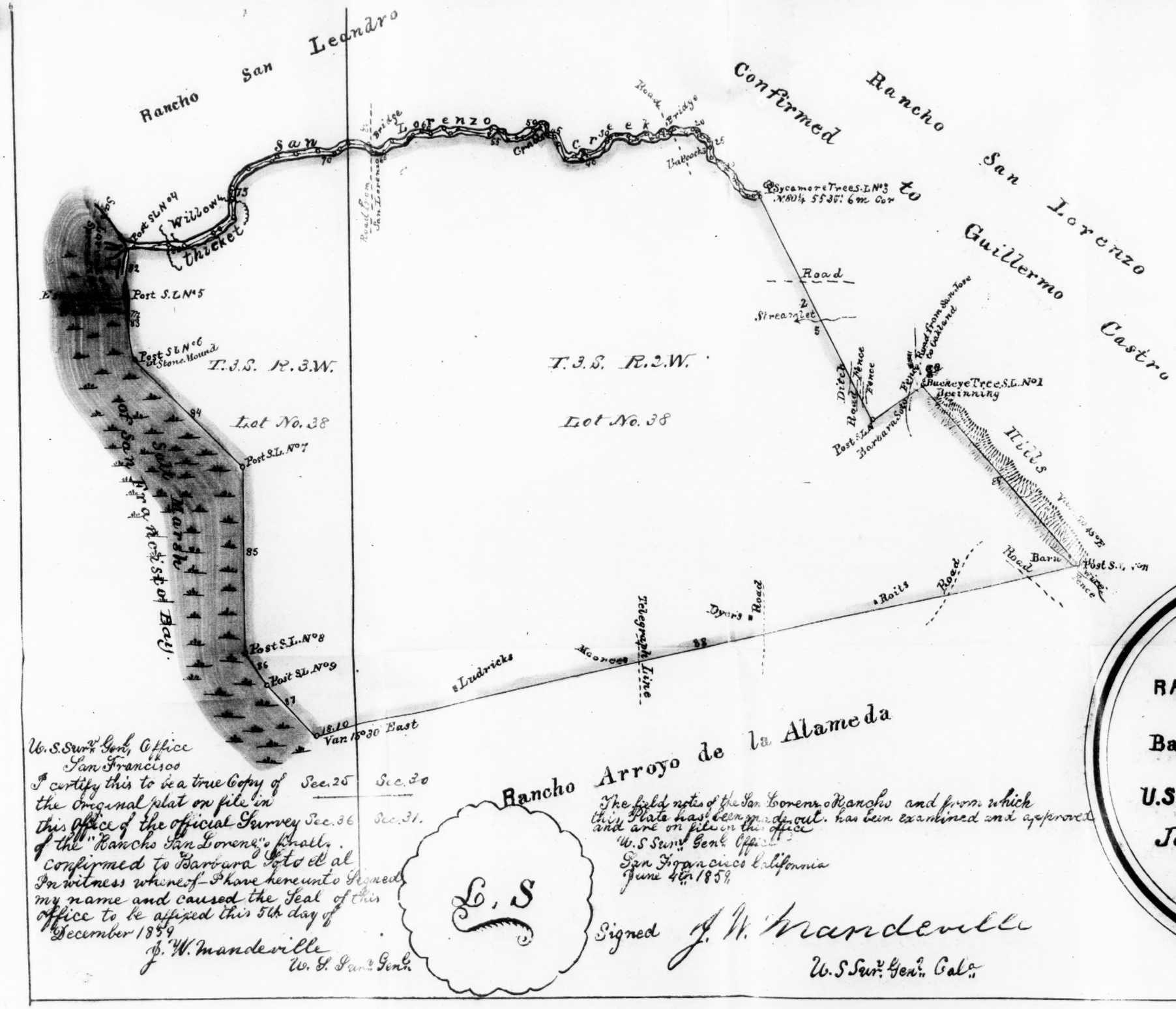
I hereby certify that the annexed is a true plat of a survey made by me Alameda County Aug 24th 18th 1853

H.A. Higley County Surveyor

No 280. U.S. 25 Soto P. 181

Sonas





Boundaries

No	Course	Ch Lks	No	Course	Ch Lks	No	Course	Ch Lks
1	S. 55¼ W	25.28	31	S. 60¼ W	5.00	61	S. 68¾ W	5.80
2	N. 26½ W	08.53	32	S. 84¼ W	3.40	62	S. 21½ W	2.56
3	S. 69 W	1.66	33	N. 23¼ W	2.00	63	N. 89¾ W	7.58
4	S. 82¾ W	2.00	34	N. 81½ W	5.00	64	S. 37½ W.	5.56
5	N. 59½ W	4.78	35	S. 52½ W	4.00	65	N. 86¼ W	3.40
6	N. 18¼ W	3.00	36	S. 6¼ W	2.00	66	N. 56 W	2.50
7	N. 44 W	2.00	37	S. 48½ W	3.00	67	N. 45½ W	3.10
8	N. 33¾ W	2.50	38	S. 65¾ W	7.00	68	N. 87½ W	8.90
9	N. 61¼ W	4.30	39	N. 39¾ W	3.00	69	S. 47¼ W	5.87
10	N. 26¾ W	3.00	40	S. 17½ W	3.80	70	West	9.50
11	N. 85 W	1.23	41	N. 62¾ W	3.50	71	S. 84 W	8.50
12	N. 43½ W	2.00	42	S. 78¼ W	3.50	72	S. 79¼ W	8.00
13	N. 74¾ W	2.50	43	N. 23¼ W	6.00	73	S. 72½ W	13.00
14	N. 2¼ W	4.50	44	N. 37½ W	4.00	74	S. 26½ W	10.00
15	N. 18¾ W	1.00	45	N. 78¼ W	3.80	75	S. 6¼ W	6.00
16	N. 2¼ W	2.00	46	N. 3¼ W	4.80	76	S. 1½ E.	8.50
17	N. 58 W	2.85	47	N. 84¾ W	1.60	77	S. 56½ W	8.38
18	N. 79¾ W	3.50	48	S. 23¼ W	1.60	78	S. 58¾ W	2.50
19	N. 12½ E.	2.50	49	S. 73¼ W	4.00	79	S. 68¾ W	14.00
20	N. 76¾ W	2.50	50	S. 56¼ W	5.00	80	N. 82¾ W	7.60
21	S. 55¾ W	2.30	51	S. 82½ W	5.70	81	S. 84¾ W	10.25
22	S. 71¾ W	6.00	52	N. 64 W	3.40	82	S. 11¼ W	4.00
23	S. 21¾ W	1.80	53	N. 60¾ W	3.30	83	S. 6½ E	2.80
24	S. 7 W	2.00	54	N. 86 W	1.67	84	S. 45¾ E	14.50
25	N. 79¼ W	6.80	55	S. 28¼ W	2.21	85	S. 7 E	19.00
26	N. 18¼ W	2.00	56	N. 85¾ W	14.25	86	S. 21¾ E	17.00
27	S. 29¼ W	1.70	57	S. 7 W	3.30	87	S. 40¾ E	29.50
28	S. 40½ W	2.00	58	N. 86¼ W	3.13	88	N. 77½ E	33.83
29	S. 60¼ W	3.00	59	S. 69 W	6.50	89	N. 44¼ W	40.00
30	N. 30½ W	3.50	60	N. 73 W	4.45			

PLAT

of the

RANCHO SAN LORENZO

finally confirmed to

Barbara Soto et al.

Surveyed under instructions from the

U.S. SURVEYOR GENERAL

by

John La Croze, Dep. Sur.

October 1859.

Containing 6686 83/100 Acres

Scale 40 chs to 1 inch

Var (15° 45) East
(15° 30)

U. S. Surv. Gen. Office
San Francisco

I certify this to be a true Copy of the Original plat on file in this Office of the official Survey of the "Rancho San Lorenzo" finally confirmed to Barbara Soto et al

In witness whereof I have hereunto Signed my name and caused the Seal of this Office to be affixed this 5th day of December 1859

J. W. Mandeville
U. S. Surv. Gen.

L. S

The field notes of the San Lorenzo Rancho and from which this Plate has been made out, has been examined and approved and are on file in this office

U. S. Surv. Gen. Office
San Francisco California
June 4th 1859

Signed J. W. Mandeville
U. S. Surv. Gen. Cal.

No. 280 U.S. vs Soto.
P. 214

Mattox

Amador Valley

Hughes

Road to Amador

Real

Haywards Hotel

Guillermo Castro

Road to San Jose

San Jose

Barbara Soto

Mission of San José

Sink

Arroyo Alto

Old Corral

Rodeo line

Rancho Arroyo del Alameda
Confirmed to J. J. Vallejo.

Topographical Map.

of the

Rancho de

SAN LORENZO.

(Confirmed to Soto)
and Vicinity
Surveyed by

Jas T. Stratton
May 1862

Scale, 1 Inch = 20 Chains.

de San Leandro

Arroyo de San Lorenzo

J B Martin

W Meeks

J Lewellyn

Mattox

Hughes

Road to Amador Valley

Camino Real

Haywards Hotel

Guillermo Castro

Road to Mission of San José

Sanjon Barbara Soto

Rancho de San Lorenzo

(Confirmed to Soto.) as approved by U.S. Surveyor General

Road From San Leandro to Alvarado

16

Mount Eden

Sink

Arroyo Alto

Rodgers line

Rancho Arroyo del Alameda
Confirmed to J. P. Vallejo.

Eden Landing

Topographical M

of the

Rancho de

SAN LOREN

(Confirmed to Soto)

and Vicinity

Surveyed by

Sa

Scale, 1 Inch = 20 Chains.

No 280. US vs Soto
L. 272

Rancho de San Leandro

Arroyo de San Lorenzo

S B Martin

W Meeks

J Lewellyn

Thompson's Landing

Camino Real

Road From San Leandro to Alvarado

Rancho de San Lorenzo

(Confirmed to Soto.) as approved by U.S. Surveyor General

Bay of San Francisco

Tide Marsh

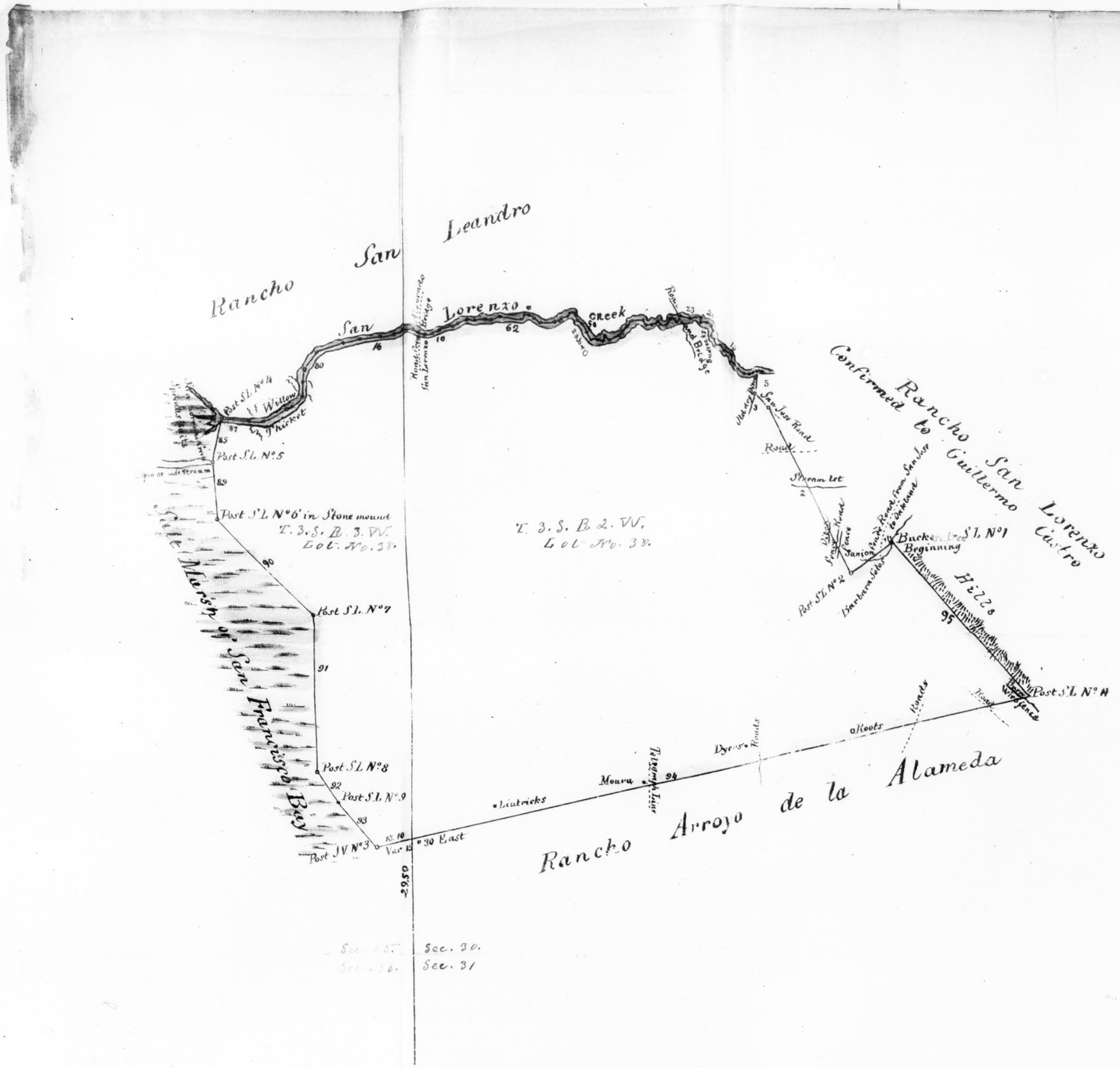
16

Mount Eden

Eden Landing

Rancho
Confi

No. 280. U. S. vs. Soto
P. 315



PLAT

of the

RANCHO SAN LORENZO

finally confirmed to

Barbara Soto et al

Surveyed under instructions from the

U.S. SURVEYOR GENERAL

by

John La Croxe, Dep Sur

October 1858 and April 1863

Containing 6685 85/100 Acres

Scale 40 Chs to 1 Inch

Variation 15° 45' East
15° 30

Boundaries

No	Course	Dist	No	Course	Dist	No	Course	Dist
1	S. 54¼ W.	25.28	33	S. 29¾ W	1 70	65	S. 69 W	6 50
2	N. 26½ W.	9.21	34	S. 40¾ W	2. 00	66	N 75 W	4.45
3	N. 45 W.	3.06	35	S. 60¾ W	3.00	67	S. 68¾ W	5.00
4	N. 14½ E.	2.74	36	N. 30¼ W	3.50	68	S. 21½ W	2. 50
5	N. 2¾ E.	6.55	37	S. 66¼ W.	5.00	69	N 89¾ W	7.58
6	N. 62 E.	4.17	38	S. 86½ W	3.40	70	S. 37½ W	5.50
7	N. 80¾ W	3.44	39	N 23¼ W	2.00	71	N 86¼ W	3.90
8	S. 26 W.	2.29	40	N. 80¼ W	5.00	72	N 56 W	2.50
9	S. 69 W.	1.06	41	S. 52¼ W	4.00	73	N 45½ W	3. 10
10	S. 83¾ W	2.00	42	S. 6¼ W.	2.00	74	N 87½ W	8.90
11	N. 58¼ W	4.78	43	S. 48½ W	2.00	75	S. 47½ W.	5.87
12	N. 18¼ W	3.00	44	S. 65¾ W	2.00	76	West	9.50
13	N. 44 W.	2.00	45	N 38¾ W	3.00	77	S. 34° W.	8.50
14	N 3¾ W	2.50	46	S. 17¼ W	3.80	78	S. 79¾ W	9.00
15	N. 61¼ W.	4.30	47	N 62¾ W	3.50	79	S. 92½ W	13.50
16	N. 20¾ W.	3.00	48	S. 73¼ W	3.50	80	S. 36½ W	10.00
17	N 85 W	1.28	49	N 23½ W	6.00	81	S. 0¼ W	5.00
18	N 43¾ W	2.00	50	N 37½ W	4.00	82	S. 1¼ E.	8.50
19	N. 74¾ W	2.50	51	N 78¼ W	3.80	83	S. 56¾ W	8.38
20	N. 2¼ W	4.50	52	N 5¼ W	4.80	84	S. 53½ W	2.00
21	N. 3½ W	1.00	53	N 84½ W	1.00	85	S. 68¾ W	14.00
22	N 2¼ W	2.00	54	S. 23¾ W	1.60	86	N. 82¾ W	7.50
23	N 58 W	2.85	55	S. 7¾ W	4.00	87	S. 84 ¾ W	14.25
24	N. 79⅝ W.	3.50	56	S. 35¼ W	5.00	88	S. 11½ W	21.00
25	N 12¼ E.	2.50	57	S. 82¼ W	5.50	89	S 6½ E.	28.00
26	N. 7.8 W	2.50	58	N 40¾ W	3.40	90	S 45½ E.	66.00
27	S. 55½ W.	2.50	59	N 66¾ W	3.30	91	S. ¼ E.	29.00
28	N 71¾ W.	6.00	60	N 86 W	1.67	92	S. 31 ¾ E.	17.00
29	S. 21½ W.	1.80	61	S 28¾ W	2.21	93	S 40 ¾ E.	29.56
30	S. 71 W.	2.00	62	N. 83¾ W	14.25	94	N 77½ E.	336.83
31	N. 79¼ W.	1.80	63	S 71 W	3.30	95	N 41¼ W	101.00
32	N 19¼ W	2.00	64	N 16¼ W	2.13			

U.S. Surveyor General's Office
San Francisco in California

I hereby certify this to be a full true and correct Copy of the original plat on file in this Office of the Official Survey of the Rancho San Lorenzo finally Confirmed to Barbara Soto, Et. al.

In witness whereof I have hereunto Signed my name, and Caused the Seal of this Office to be affixed, this 20th day of August 1863.

E. F. Beale,
U.S. Surv. Genl. Cal.

The field notes of the Rancho San Lorenzo finally confirmed to Barbara Soto et al from which this Plat has been made, have been examined and approved and are on file in this Office

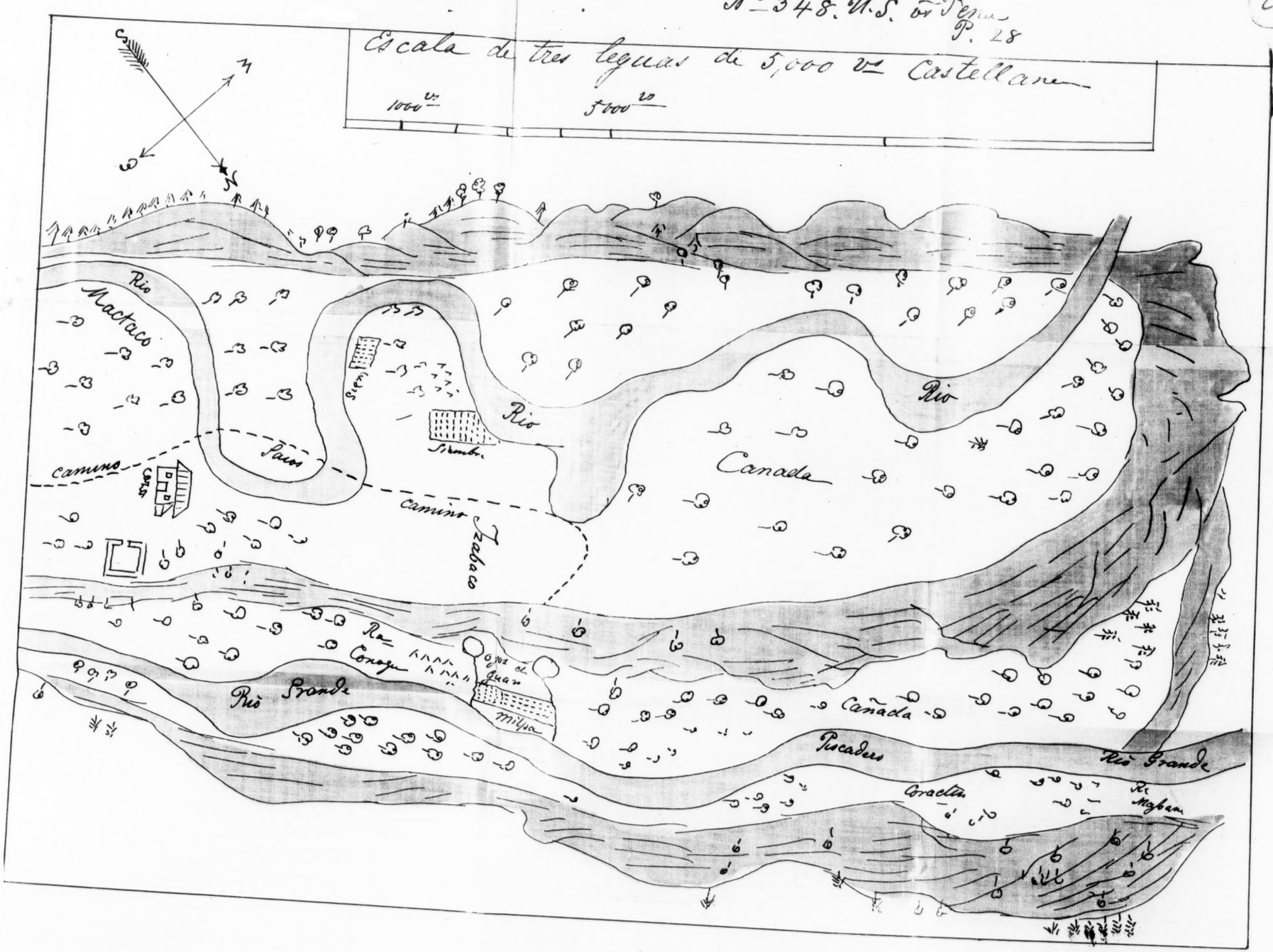
U.S. Surveyor General's Office
San Francisco California
July 2nd 1863

E. F. Beale
U.S. Surv. Genl. Cal.

Approved September 14th. 1863.

Ogden Hoffman
Dist. Judge

N° 348. U.S. vs Reyes
P. 28



No 943. U.S. vs Pena
P. 44.

PLAT
of the
RANCHO TZABACO
Finally Confirmed to the
HEIRS of J. G. PIÑA
Surveyed under Instructions from the
U.S. SURVEYOR GENERAL
by
C.C. Tracy Dep.y Surv.r
April 1858
Containing 15.499 100 Acres
Scale 40 Chs to an Inch
Var.n 16° 12' East

Rough and Broken Chaparel Mountains

Post I No 5

Post R M No 2

Rancho Rincon de Musalacon

Sec 11

Post R M No 3 I No 4

Russian River Valley

Russian River

Dividing Ridge between Russian River & Dry Creek valley

Rancho Sotoyome

Post

T XN. R IXW

Lot No 38

Sand Bar

Road

T XN. R XW

Lot No 39

Dry Creek Valley

Range of Hills Chaparel

Stake

Valley

Creek

Sec 34 Sec 35 Sec 36 Sec 31

Sec 3 Sec 2 Sec 1. Sec 6

Quarry & House

Road

Peck's House

Bears 44 E. N.W.C.

Post I N

Point of Beginning

TIXN. RXW

TIXN. RIXW

Known Lines

Boundaries

No	Course	Distance	No	Course	Distance
1	N 69° W	50.50	13	N 19¾° W	30.00
2	" 56 "	83 45	14	" 45¾ "	77.44
3	" 26½ E	50.00	15	" 71½ "	11.70
4	" 44 "	33.50	16	" 74° 42' "	20.50
5	" 24° 30' W	15.09	17	" 82° "	40 50
6	" 12½ "	13.00	18	" 67° 25' "	63 95
7	" 18 "	14.00	19	" 26° 41' "	19.20
8	" 78° 30' "	15.89	20	" 3¼ "	23.12
9	" 47¼ "	8.50	21	" 51° 45' E	248.80
10	" 27 "	14.60	22	" 40° "	137.14
11	" 60 "	11.00	23	S 65° 38' "	264.27
12	" 29½ "	25.00	24	" 30° 30' W	514.00
		337.06			1506.92
					337.06
				Aggregate of Exterior Boundaries	1837.98
				= 22 M 57 Ch 98 Lks.	

U.S. Surveyor Generals Office
San Francisco, Cal.

I certify this to be a full true and correct Copy of the original Plat on file in this office of the Official Survey of the "Rancho Tzabaco" finally confirmed to the Heirs of J. G. Piña
In Witness Thereof I have hereunto signed my name and caused the Seal of this office to be affixed this 25th day of February 1860

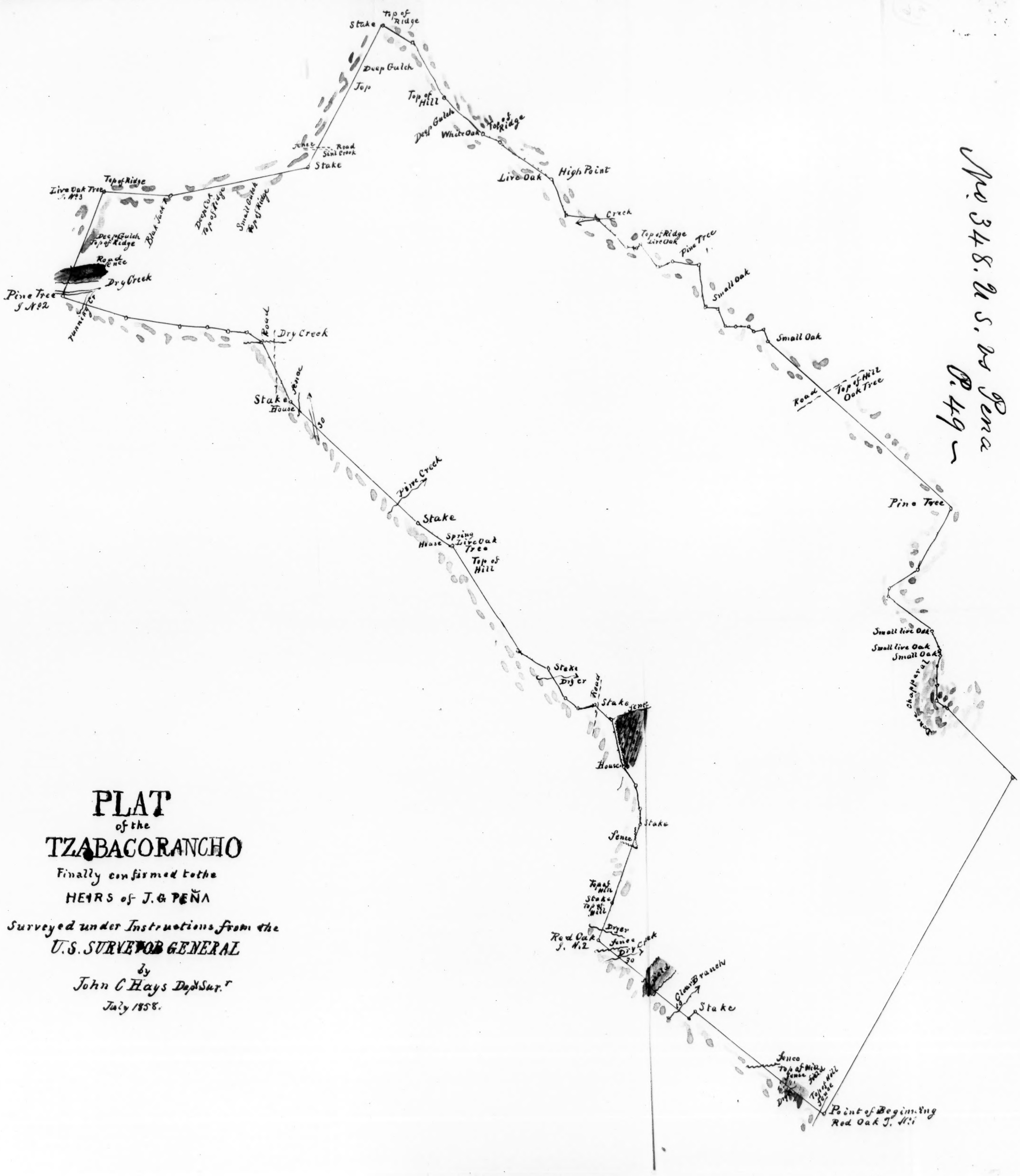
J. W. Mandeville
U.S. Surv. Gen. Cal.

The field notes of the Tzabaco Rancho and from which this Plat has been made out have been examined and approved and are on file in this Office
U. S. Surveyor Generals Office
San Francisco California
October 4th 1858

(Signed) J. W. Mandeville
U.S. Surv. Gen. Cal.

PLAT
of the
TZABACORANCHO
Finally confirmed to the
HEIRS of J. G. PEÑA

Surveyed under Instructions from the
U.S. SURVEYOR GENERAL
by
John C Hays Dep.y Sur.r
July 1858.



Ap. 348. U. S. vs Peña
P. 49

T 11 N. R 10 W.

T 11 N. R 9 W.

Rancho Rincon de Musalacon.

2nd standard line North.

Tzabaco.

Russian River.

T 10 N. R 10 W.

T 10 N. R 9 W.

Rancho Dry Creek.

Rancho Tzabaco.

T 9 N. R 10 W.

T 9 N. R 9 W.

Rancho Sotoyome

Russian River.

No 348. Ls. by Pena p. 94.

Explanation.

Township and other lines of Public Surveys surveyed 1853 & 1856.

Township lines not surveyed.

Exterior boundaries of Sotoyome Rancho surveyed April 1857.

Exterior boundaries of the Rancho Rincon de Masalaion surveyed November 1857.

Exterior boundaries of Rancho Tzabaco surveyed April & November 1857 and April 1858.

Exterior boundaries of Rancho Tzabaco determined by calculation.

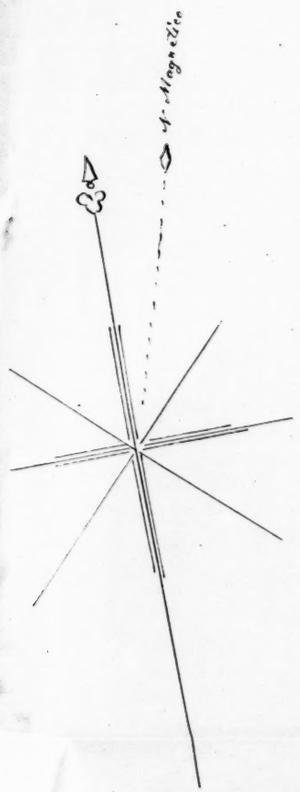
Scale 80 Chains to an Inch.

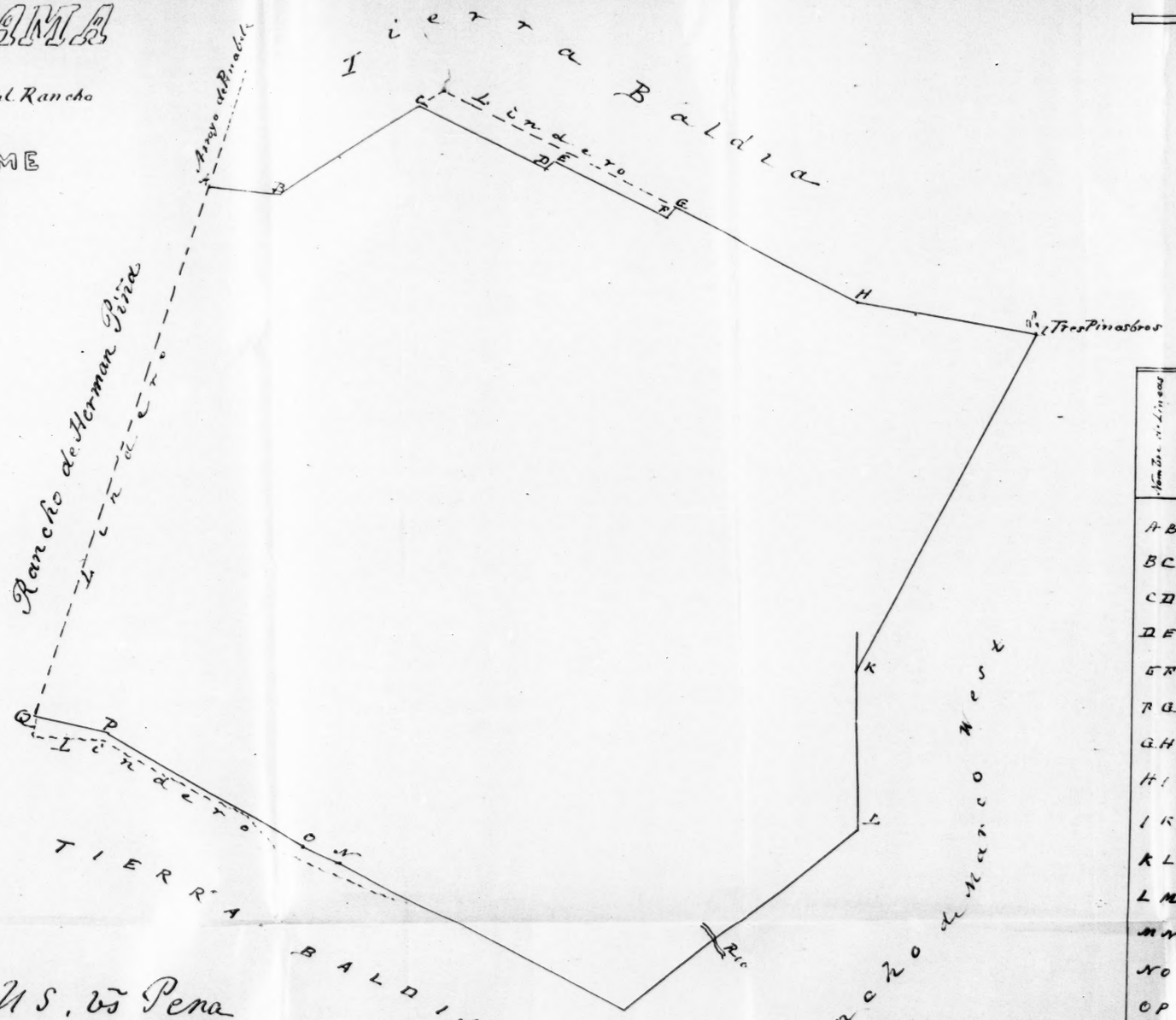
DIAGRAMA

De un Medida del Rancho

SOTOYOME

= 1844 =





ESCALA de Cinco Mil Varas

85

SUMARIO

Numero de Lineas	Rumbos	Distancia Medida	Distancia Reducida
A B	E S E	1400	1350
B C	E N E	3500	3320
C D	S E	2800	2700
D E	N E	200	200
E F	S E	2400	2250
F G	N E	300	300
G H	S E	4300	4050
H I	E S E	3750	3500
I K	S 0 p S	7700	7300
K L	S p 0	3200	3050
L M	0 S 0	6200	6000
M N	N 0	6625	6350
N O	N 0 p 0	600	570
O P	N 0	4700	4500
P Q	N p 0	1500	1350

R. Gaspar Tamale
Agrimensor y Architecto

Nº 348. U S. vs Pena
P. 139

Casa de Jerman Piña

Aguada

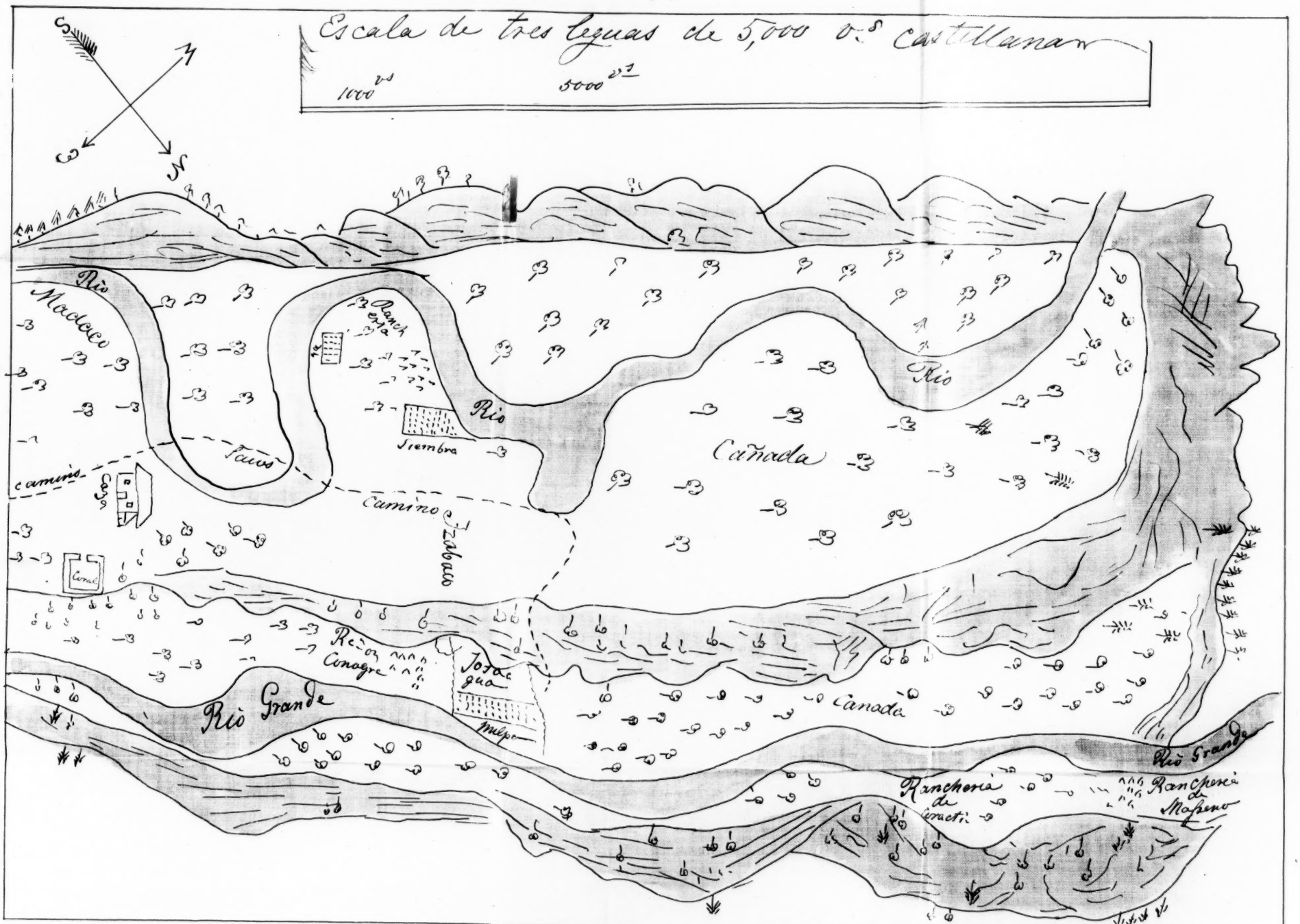
Rio de el numero 1 2 3 y 4 de el Terreno de Policia No 1

Rio Blanco

Linea de Mundaca

Escala de 10000. Varas

5 10

No 348. U.S. vs Pena
P. 148

N° 348. U.S vs Peña P. 181